

1.0 GENERAL INFORMATION

1.1 Purpose and Scope

Pursuant to Massachusetts General Law ("M.G.L.") Chapter 166 § 15E, Bell Atlantic of Massachusetts ("BA-MA"), as administrator (hereafter "Administrator"), is responsible for the issuance of a Request for Proposal ("RFP") to provide a Dual Party Relay Service ("DPRS"). The RFP is subject to review and approval by the Massachusetts Department of Telecommunications and Energy ("DTE").

This RFP is issued to enable the Administrator to contract for the provision of a DPRS, a full-service, confidential, statewide, 24-hours-per-day, 7-days-per-week, dual-party telephone relay service that:

- (a) is economically feasible;
- (b) meets the needs of individuals who are hearing, deaf, hard of hearing, deaf/blind, and/or who have a disability that affects speech or clarity of speech and their respective communities as required by M.G.L. Chapter 166 § 15E; and,
- (c) satisfies or exceeds the minimum specifications contained herein as well as any statute, regulation or standard of the Commonwealth of Massachusetts or the United States.

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The term is four (4) years, commencing on May 1, 1999.

This RFP contains the instructions governing the proposal to be submitted and the material to be included therein, including mandatory administrative and operational requirements that the Bidder must meet to be eligible for consideration, and specific instructions for proposal submission.

The performance specifications on the following pages should be considered as minimum requirements with no intent to constrain bidder creativity in formulating a responsive proposal. The goal is a cost-beneficial relay service that will make available functionally equivalent access to all phases of telephone service to all subscribers in the Commonwealth of Massachusetts who are deaf, hard of hearing, deaf-blind and/or have disabilities affecting speech, or clarity of speech.

1.2 Authority

1.2.1 General Authority

M.G.L. Chapter 166 § 15E states:

- (c) "Each common carrier shall provide a dual party TDD/TTY telephone message relay service from a center located within the commonwealth. Employees of said center shall be residents of the commonwealth and preference in employment at said center shall be given to disabled persons as defined by this section.

(d) "The Department of Telecommunication and Energy shall review each such service to see that it conforms with the provisions herein. Said department shall promulgate rules and regulations necessary to carry out the provisions of this section; provided, however, that prior to such implementation of such services pursuant to sections (b) and (c) said common carrier shall issue a Request for Proposal subject to Department of Telecommunication and Energy review and approval seeking competitive bids from qualified vendors to provide the aforementioned services. Said common carrier shall be permitted to submit a competitive bid to provide the aforementioned services. Further provided, however, that beginning on January 2, 1991, the vendor selected to provide such services shall reimburse the Commonwealth for the costs incurred by the existing provider of said service, subject to DTE review and approval, prior to full implementation of this Act. In any rate proceeding conducted pursuant to chapter 159 of the General Laws in which said carrier seeks to reflect the costs for such services in rates, said carrier shall submit to the department such information about said request for proposals so that the Department may determine that said carrier is providing such services at a cost to said carrier that reflects the least cost to its rate payers with due regard for standards of reliability and quality that are consistent with the public interest."

1.2.2 Common Carrier Bid

The Common Carrier is permitted to bid on the RFP as per M.G.L. Chapter 166 § 15E.

1.2.3 Common Carrier Personnel

The selection and award process of the RFP will be performed and determined by the Children's Hospital (hereafter "Consultant"), an independent consultant, with the assistance of representatives of the deaf, hard of hearing, and deaf/blind communities as well as relay service users — or potential users — who have disabilities affecting speech, or clarity of speech, and with access to information from the Common Carrier on technical and legal requirements (See Section 4.0, Evaluation Criteria).

1.2.4 Issuing Office

This RFP is developed by the Consultant for DTE and BA-MA, as the Common Carrier, for the administration of the RFP. The Consultant is the sole point of contact concerning this RFP and all communications about the RFP must be presented in writing, clearly marked "RFP / DPRS / MA98" and submitted to:

Children's Hospital
c/o MATP Center
1295 Boylston St., Suite 310
Boston, MA 02215

1.2.5 Evaluation and Bidder Selection

Children's Hospital has been contracted to prepare the Request for Proposal, conduct a Bidder's conference, evaluate Bidders' proposals, and recommend the winning Bidder for the DPRS provider. The final authority for determining the winning bid rests with the Common Carrier.

1.3 Massachusetts Relay Service History

A DPRS for the Commonwealth of Massachusetts was provided by Development Evaluation Adjustment Facility, Inc., (D.E.A.F., Inc.), a non-profit, state-funded agency, prior to 1991. The funding for said service ceased as of January 1991. BA-MA (formerly d.b.a. NYNEX) provided a DPRS to the Commonwealth of Massachusetts pursuant to an agreed-upon term which expired June 30, 1995, and was extended by the DTE in their order DPU 95-54. MCI Telecommunications Corp. is the current DPRS provider having won the competitive bid with a term that expires April 31, 1999, in accordance with a settlement agreement between MCI, DTE, BA-MA, the Commonwealth of Massachusetts Office of the Attorney General, and four organizations that filed a complaint in December, 1996. BA-MA is the current administrator of the DPRS. The vendor selected by competitive bid must commence provision of a DPRS by May 1, 1999, which includes a six-month period between award and start-up.

1.4 Schedule of Activities

1.4.1 Public Advertisements

Public advertisements were placed in various national and local publications, including those targeted to the deaf and hard of hearing community. These advertisements notified qualified vendors of an upcoming Request for Proposal (RFP) for providing a DPRS within the Commonwealth of Massachusetts.

1.4.2 Activity Timetable

Release of RFP Copies	September 16, 1998
Bidders Conference	Week of September 21, 1998
Proposals Due	October 14, 1998/3:00 p.m.
Contractor Selected	November 6, 1998
Service Agreement Filed with DTE	November 24, 1998
Begin Service*	May 1, 1999

1.4.2.1 Transition Plan

If a vendor other than the current DPRS provider is selected, then that vendor would work with the Administrator, the current DPRS provider, and the Consultant to develop a transition plan for commencement of DPRS service no later than May 1, 1999.

1.5 Bidders Conference

Bidders are encouraged to attend a Bidders' conference to be held at and conducted by Children's Hospital, Boston. Responses to questions regarding any aspect of this RFP will be offered at this time.

Bidders should mail or fax questions to the contact listed in Section 1.2.4 (fax number: 617-355-6345) before September 21, 1998. Additional questions will be answered from the floor during the conference only as time allows.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 Proposal Submission

Proposals are to be submitted to:

Children's Hospital
c/o MATP Center
1295 Boylston St., Suite 310
Boston, MA 02215

To be considered, FINAL PROPOSALS MUST BE RECEIVED ON OR BEFORE **3:00 p.m. on October 14, 1998.** No proposals will be accepted after this time.

Ten paper copies (10 total, including one clearly marked "Master Copy") of the proposal and one ASCII diskette copy must be submitted and sealed in a package clearly marked "Confidential Bid — Massachusetts DPRS" and show the Bidder's name.

To ensure that proposals are accessible to persons with limited vision, all proposals must be submitted in black typeface with a sans serif font and with limited use of graphics.

All pre-printed material (e.g. annual reports, manuals, promotional matter, examples of consumer brochures, etc.) about the company and its services shall be confined to a separate binding. Inclusion of this material in the responses to the RFP will not affect the scoring.

2.2 Public Announcement of Bids

The Consultant will announce to each Bidder in writing the source of all the bids received at **Children's Hospital** by **3:00 p.m. on October 14, 1998** via fax and confirming letter if requested. This announcement to each Bidder, by 5:00 p.m. on October 15, 1998, will disclose only the names of all the Bidders who have submitted a proposal.

2.3 Bidders of Record

Bidders of Record are participants who have submitted a sealed bid to the Consultant, by **3:00 p.m. on October 14, 1998,** at the Consultant's offices at **1295 Boylston St., Suite 310, Boston, Massachusetts, 02215.**

Addenda and supplements to the RFP and pertinent correspondence will be sent only to the Bidders of Record.

2.4 Addenda or Supplements to RFP

In the event that it becomes necessary to revise any part of this RFP, an addendum will be provided to each Bidder of Record recorded as receiving the original RFP. The Bidders will be allowed a minimum of five (5) days to respond to any such addenda.

2.5 Binding Offer/Liquidated Damages

A proposal submitted in response to the RFP shall constitute a binding offer, which shall be an irrevocable offer for a period of 120 days. Acknowledgment of this condition shall be indicated by the signature of the Bidder or an officer of the Bidder legally authorized to execute contractual obligations. The Terms and Conditions section of the RFP (Appendix 1) provides for liquidated damages in the event the Contractor fails to commence full DPRS operations on the date specified in the contract, or on a date agreed upon by the Consultant, the Administrator, and the Bidder.

2.5.1 Quality of Service Requirements and Liquidated Damages

A. The provision of DPRS shall meet a number of quality of service requirements which may be monitored on a monthly basis.

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1. Typing accuracy: The standard typing accuracy shall be ninety (90) percent based on the scores of testing upon completion of initial training, the 90-day proficiency exam and the annual proficiency exam. The Administrator shall withhold from amounts payable to the vendor the amount of \$12,500 for each month the vendor falls below eighty five percent (85%) typing accuracy quality of service standard. If the average typing accuracy falls between 85% and 90% then the Administrator will withhold \$6,250.

2. Typing speed: The standard typing speed shall be per minute (See Section 3.4.8.2) based on the vendor's database reporting measuring typing speed. The Administrator shall withhold from amounts payable to the vendor the amount of \$12,500 for each month the vendor falls below sixty (60) words per minute. If the average typing speed falls between sixty (60) and sixty five (65) words per minute then the amount shall be \$6,250.

3. Call answer: Speed of answer should be measured from the vendors automated call distributor report and should meet the requirement of 85% within 10 seconds on a daily basis (See Section 3.3.1) The Administrator shall withhold from amounts payable to the vendor the amount of \$12,500 for each month vendor fails to meet this quality of service standard.

4. Call blockage: Each month OPRs are required to answer 97 percent of

the test relay calls within 30 seconds measured from the beginning of ring detection until the start of the connection as measured by the vendors automated call distributor for all calls made within each 24-hour period and at the end of each calendar month, provided that the call blockage rate does not exceed one percent (1%). The Administrator will withhold from amounts payable to the vendor the amount of \$12,500 for each month the vendor fails to meet this quality of service standard.

2.6 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the Bidder in writing only up to the established due date and time for receipt, after which time the latest proposal received from each Bidder will be considered final.

2.7 Bid Prices

Pricing must be final. NO ESTIMATES are allowed. Any bulk usage discounts must be calculated into the per Completed Call Minute ("CCM") price for the volume requirements in the RFP. All bid prices submitted in response to this RFP must be the Bidder's "best and final" offer.

2.8 Rejection of Proposals

The Consultant reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept a proposal in part or whole or in combination with others.

2.9 Proprietary/Confidential Information

The Consultant will treat all proposals received as proprietary documents to be used solely for the purpose of its evaluation of bids. The Consultant will not provide copies of proposals to the Administrator or to other Bidders, except that the Consultant will provide the final selected Bidder's proposal to the Administrator. Information indicated by the selected Bidder as being proprietary shall not be provided to the Administrator, except as agreed to by both the Consultant and the Bidder as necessary for contract negotiations and administration. Any other proprietary information shall be provided only with the agreement of the selected Bidder. All other proposal copies, except for one archival copy of each, will be destroyed after completion of the evaluation. However, select information and data from each proposal may be extracted, summarized, or paraphrased in the Consultant's written report of the bid evaluation. This report will not be rendered to any party, but will be retained by the Consultant along with archival proposal copies for two years or more upon the request of the DTE.

2.10 Bidding Company

If a Bidder is owned or controlled by one or more parent companies, the name, main office address, and tax identification number of each parent company shall be provided on the cover sheet of the proposal. If a bidding company is independently owned, the name, main office address, and tax identification number of the bidding company shall be provided on the cover sheet of the proposal. All Bidders must include the name and title, telephone, fax number, and email address of the individual authorized to represent the bidder in discussions related to this RFP in order to receive official notifications.

2.11 Subcontractors

Planned use of subcontractors shall be clearly identified and explained in the proposal, including terms of any subcontracts. The Bidder must include a copy of any proposed subcontracts with the proposal. All subcontracts must comply with the Bidder certification requirements presented in Section 5.0. The prime contractor shall be responsible for contract compliance whether or not subcontractors are used. The prime contractor will maintain the only contact with the Administrator. Bidders must also outline and demonstrate management control over all subcontractors.

2.12 Financial History

To allow the Consultant to evaluate the financial responsibility of the bidding company and its subcontractors, the following items shall be submitted with the proposal for the bidding company and its parent company and its subcontractors:

1. Audited Financial Statement or SEC Form 10K Report for the most recent two (2) years, including at a minimum:

- a. State of income and related earnings
- b. Cash flow statement
- c. Balance sheet
- d. Opinion concerning financial statements from a CPA
- e. Contingent liabilities

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2. Primary Banking Source Letter of Reference

3. Subcontractor Financial Statements as in 2.12 section 1 above.

This financial information is also required of any subcontractor who is expected to receive more than ten percent (10%) of the value of the contract.

2.13 Bidder Certifications

Bell Atlantic — Request for Proposals: Massachusetts Dual Party Relay Service

Each person signing a submitted proposal certifies that s/he is the person in the Bidder's organization responsible for, or authorized to make, decisions as to the prices quoted. In addition, each person signing a proposal will be required to make the following certifications on behalf of the respective organization:

1. Persons with Disabilities Employment Requirement. Preference in employment at the DPRS Center will be given to persons with disabilities, as defined in the Americans With Disabilities Act of 1990.
2. Massachusetts Residency Requirement. All employees of the DPRS Center shall be residents of the Commonwealth of Massachusetts. Bidders shall describe their definition of the words "residents of the commonwealth of Massachusetts."
3. Non-discrimination Compliance Agreement. The Contractor will be required to execute the Administrator's "Non-discrimination Compliance Agreement," a copy of which is included as Appendix 2.
4. Administrator's Conflict of Interest Statement. The Contractor will be required to execute the Administrator's "Conflict of Interest Statement," a copy of which is included as Appendix 3.

2.14 Selection Time

The Consultant will recommend the selected Bidder by **November 6, 1998**. The Administrator will issue a Letter of Intent and a contract must be completed on or before November 24, 1998.

If, through no fault of the Administrator, the date for completing the contract is not met, the Administrator may elect to cancel the Letter of Intent only for adequate reason and with the concurrence of the Department of Telecommunications and Energy, and the Consultant will thereupon select the next most advantageous proposal.

2.15 Proposal Presentation

The Consultant reserves the right to request the Bidders to give presentations of their proposals during the evaluation period. However, it is important that each technical and price proposal be submitted in the most complete and accurate manner possible to enable a selection without the need for clarifying discussion. The Consultant reserves the right to request the Bidders to give confidential, in-person presentations.

2.16 Contract Document

The successful Bidder will be required to sign a contract with the Administrator,

which will include the following elements:

1. the Terms and Conditions contained in Appendix 1 of this RFP
2. the Bidder's Proposal in response to the RFP
3. the RFP
4. any addenda to the RFP.

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2.17 Limited Liability

BA-MA, as the Common Carrier, and the Consultant assume no liability in any fashion or of any kind with respect to this RFP or any matters related thereto. All prospective service providers and their assigns or successors, by their participation in the RFP process, shall indemnify, save, and hold BA-MA and the Consultant and their respective directors, officers, employees, and agents, free and harmless from all suits, causes of action, debts, rights, judgments, claims, demands, accounts, damages, costs, losses and expenses of whatsoever kind in law or equity, known and unknown, foreseen and unforeseen, arising from or out of this RFP and/or any subsequent acts related thereto, including but not limited to the selection of a service provider and any action brought by any service provider or an unsuccessful prospective service provider.

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2.18 Governing Laws

The statutes and regulations of the United States and/or the Commonwealth of Massachusetts shall govern in connection with this RFP and the formation, performance, and legal enforcement of any resulting contract.

2.19 Disclaimer

All statistical and fiscal information contained in the RFP and its appendices, including amendments and modifications thereto, reflects the best information available to the Consultant at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for change of the payments to the contractor or a basis for legal recovery of damages, whether actual, consequential, or punitive.

2.20 Funding

Funding of the Massachusetts DPRS will be provided through Directory Assistance revenues and the National Exchange Carriers Association (NECA) Interstate TRS fund, and will be administered by the Administrator or as subsequently provided for by the statutes and regulations of the United States of America and the Commonwealth of Massachusetts.

2.21 Definitions

Definitions of key terms are contained in the **Glossary of Key Terms**.

3.0 OPERATIONAL SPECIFICATIONS

The relay service shall be designed to provide a means whereby individuals who use text-based communication devices will be able to communicate by wire or radio over the existing or any new telecommunications network with voice users through the services of a relay service operator in a manner that is functionally equivalent to a telephone conversation between two individuals who can hear and speak.

Under Massachusetts statute, the Administrator must provide the most cost-effective and efficient relay service possible that meets the requirements of Massachusetts General Law ("M.G.L.") Chapter 159 §15E and the Americans With Disabilities Act of 1990. The Bidder shall include a comprehensive description of the methods used and detail the costs to satisfy the RFP requirements. The Bidder's proposal shall address in detail how the following specifications will be accomplished.

Attention is called to potential Bidders that it is the intent of this RFP to make available near real-time relay service that is functionally equivalent to a telephone conversation between two parties, both of whom can hear and speak. Accordingly, this RFP includes specific mandatory technical and human requirements that, when taken together, make available a relayed conversation that is as close as possible to being "natural" and "comfortable" for both parties. In addition the RFP includes "Value-Added" components that should be included in the bidders' response to the extent possible. The components are described in the appropriate sections but include:

- Use of proven protocols that transmit text at the speed of input with no loss of carrier and with interrupt capability,
- Use of off-the-shelf speech to text software trained to OPR's voice,
- Use of VCO, HCO, VCO to VCO, 2-line VCO, Video Relay Service and Speech-To-Speech Relay Service, and
- A minimum entry level of typing speed of 55 wpm for OPRs with a tested typing speed of 65 wpm after 90 days.

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3.1 Overview

This section of the RFP lists and describes the specific operational functions that fall within the scope of a DPRS. The operational functions listed here are the elements that will be evaluated in the Bidder's technical proposal. Each function or requirement listed will be labeled as being in one of three categories of operational functions. Section 4 of this RFP describes how these three different categories will be evaluated.

The three categories of functions are as follows:

Mandatory. These are specific operational functions or specifications that **MUST** be offered by the Bidder as part of the proposed service and do not receive scoring points.

FAILURE TO MEET ANY OF THE MANDATORY SPECIFICATIONS WILL AUTOMATICALLY DISQUALIFY THE BIDDER

Must Provide. These are specific operational functions or specifications that **MUST** be offered by the Bidder as part of the proposed service. Scoring points will be awarded on a variable scale depending on degree of compliance, function and/or specification in comparison with other proposals.

FAILURE TO RESPOND TO ANY OF THE MUST PROVIDE SPECIFICATIONS MAY AUTOMATICALLY DISQUALIFY THE BIDDER

Value-Added. These are general operational functions or specifications that must be addressed in the Bidder's proposal. Scoring points will be awarded to Bidders with respect to these functions on a variable scale, depending upon the degree of compliance, function, and/or specification in comparison with other proposals.

3.2 General Specifications

3.2.1 Location

Mandatory. Each Bidder shall provide a dual-party relay service from a center located within the Commonwealth of Massachusetts.

The Bidder shall describe in detail how he shall meet these specifications.

3.2.2 Hours of Operation

Mandatory. The Relay Center must be operational with full service 24 hours per day, 7 days per week on a continuous basis.

The Bidder shall describe in detail the plan to meet this specification.

3.2.3 Call Carriage

Mandatory. The Relay Center must be capable of processing Massachusetts intrastate, interstate, and international calls that originate or terminate in Massachusetts. Bidders may not include the cost of interstate or international calls in their bids. The price for handling such interstate and international calls shall be subject to funding for such service which will come from interstate jurisdiction as mandated by the Federal Communications Commission. It is mandatory that the service be designed such that all interLATA calls made through the center will be billed from the LATA of origin to the LATA of termination using the facilities of the customer's selection of an interLATA carrier.

The Bidder will be required only to provide international calls that originate or terminate in Massachusetts, provided the equipment of the foreign country is compatible. The Bidder shall indicate which international locations it recognizes as not compatible.

Bidders must provide a network design diagram and accompanying explanation indicating how this specification shall be met.

3.2.3.1 Adequate Capacity

Must Provide. The Bidder shall describe the plan to provide, or assure, adequate capacity — both equipment and human resources — to properly address billing and equal access to the telecommunications network for DPRS consumers.

The Bidder shall describe in detail the plan to meet these specifications.

3.2.4 No Charge for Calls to Relay Center

Mandatory. All calls to the Relay Service Center shall be handled at no cost to the person making the call including calls that originate in Massachusetts, and calls that terminate in Massachusetts other than normal long distance billing procedures.

The Bidder shall describe in detail the plan to meet this specification.

3.2.5 Equipment

Mandatory. The Bidder must provide a detailed system description showing that all necessary telecommunications equipment and software will be furnished at time of start up and will be capable of expansion as required herein. The transmission circuits shall meet or exceed FCC interexchange performance standards for circuit loss and noise. Telecommunications equipment, including station terminals, must be capable of receiving and transmitting in both Baudot and ASCII codes, with Baudot as the primary setting. Methods of accessing and being accessed by computers of up to and including 300 Baud via ASCII codes, and at least up to 2400 Baud, shall be described.

It is also required that relay systems be capable of automatically identifying incoming text based calls as either Baudot or ASCII. If the Bidder plans more than one line, the text based line shall recognize Baudot, ASCII and voice in that order until such time as another prevalent protocol may supplant Baudot. If the Bidder proposes a single line for voice and text service, the answering sequence shall be voice first and then as detailed above.

The Bidder shall describe in detail the plan to meet this specification.

3.2.5.1 Transmission Speeds and Interruptability

Value-Added. The Bidder shall describe the plan to provide improved transmission speeds that surpass 45.5 Baud and are compatible with the most commonly used existing TTY equipment currently provided in the Specialized Customer Premises Equipment (“SCPE”) program in Massachusetts. In addition the Bidder shall describe the plan to provide “interruptability” by the text based telephone device user through software or hardware interrupts. This feature allows the text based telephone device user to interrupt the relay operator in the event — for example — that a voice menu system is encountered and it lists 25 menu items yet the caller wishes to select item “2” without having to wait while all 25 choices are relayed by the OPR. The caller would have the ability to “interrupt” the relay operator and inform the OPR that there is no need to continue with the menu and to process the call using the option desired. This feature should allow both OPR and text user to interrupt the other if the user’s equipment has this capability.

The Bidder shall describe in detail the plan to meet these specifications.

3.2.5.2 N11 Access

Value-Added. “N11” is the term generally given to the use of three digits (e.g., 711) to access relay services. Just as “911” has become the number to access emergency services in every state, the FCC has considered the use of 711 for relay access. The Bidder shall describe the plan to implement this feature when the telecommunications network in Massachusetts is capable of supporting it. The bid should include a separate price item to address this issue.

The Bidder shall describe in detail the plan to meet this specification.

3.2.6 Automatic Number Identification (ANI)

Mandatory. The Bidder must utilize ANI (Automatic Number Identification) on incoming calls to the DPRS Center. The Bidder shall deliver ANI to the operator position with the initial call contact and shall utilize ANI to establish the AMA (Automatic Message Accounting) billing record.

The Bidder shall describe in detail the plan to meet this specification.

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3.2.7 DPRS User Preference Database

Value-Added. The Bidder shall provide the capabilities for a DPRS user preference database (“profile”) corresponding to one or more telephone numbers and (or PIN numbers) for each user. Please include the full content of any profiles now in use as well as potential additions the Bidder foresees as adding value to services. The bidder shall provide the ability to update, upgrade and modify the database to incorporate any and all referenced items in the RFP and/or contract that indicate user **profile choices**. The database must be represented to the consumer, upon request, in a clear, understandable format without heavy use of technical terminology.

The customer preference database data should be portable and should not contain any information that is restricted to use by the vendor. Four-digit Personal Identification Number(s) (“PIN”) should be provided for the use of each caller. The use of the PIN number by the relay user should be optional and default to the original profile set up for that number. The Bidder shall explain how the database will be set up, maintained, updated, etc.

The Bidder shall describe in detail the plan to meet this specification.

3.2.8 Back-up Power

Mandatory. An uninterruptible power system (UPS) must be able to provide and maintain emergency power in the event of a any type of power outage for a minimum of eight (8) hours battery capacity sufficient to operate the Relay Center at busy season, busy hour load. In addition, the Relay Center shall have installed power generating equipment capable of operating the center for extended periods of time. The Bidder must describe in detail how the proposed Back-up Power System (BPS) will support the switching system and its peripherals, switch room environmentals (air conditioning, fire suppression system, emergency lights and system alarms), operator consoles/terminals, operator work site emergency lights, and Call Detail Record (CDR) recording.

The Bidder shall describe in detail the plan to meet this specification.

3.2.9 Switching System

Mandatory. The switching system shall include:

- a redundant CPU on "hot stand-by" to ensure that no calls are dropped because of processor failure,
- a full maintenance and administrative terminal with keyboards, screen and printer capabilities, on-line system monitoring, realtime programming capabilities that will not take the system off line,
- the ability to perform preventive maintenance without taking the system off line, and
- an inventory of spare critical components (to be defined by the Bidder) that are maintained on site to ensure that the required levels of service are met.

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The Bidder shall describe in detail the plan to meet this specification.

3.2.10 Voice Carryover and Hearing Carryover (VCO and HCO)

Mandatory. The Bidder must provide both voice and hearing carryover — on a level that allows the user to adequately hear or be heard — upon request of the user. A text based telephone device user with the capability of speech may request voice carryover that will allow him/her to speak directly to the voice user and receive the other party's part of the conversation in text. Also, a person who uses a text based telephone device who can hear may request hearing carryover which will enable that person to hear directly what the other party is saying and type back his/her part of the conversation which will be spoken by the operator.

The Bidder shall describe in detail the plan to meet this specification.

3.2.10.1 Enhanced VCO

Value-Added. The Bidder must specify whether he is able to provide enhanced voice carryover employing two telephone lines — one of which carries ASCII or a protocol with markedly faster transmission rates than 45.5 baud — for the VCO user should the VCO user have access to two lines for this purpose. Billing shall be for the initial call coming into the relay center only and only one billing record can be generated regardless of how many lines or OPRs are used to complete the call.

The Bidder shall describe in detail the plan to meet this specification.

3.2.10.2 Two-Way (One-Line) VCO

Must Provide. A two-way VCO capability shall be available for those users who choose to use it in their conversations with one another. A two-way VCO capability allows two users to simultaneously use the VCO feature. The OPR transcribes and transmits from voice to text for both users so that neither user must type. The Bidder shall describe the technology to be used to provide the service, any attendant OPR training necessary, and shall outline the training program. Billing shall be for the call coming into the relay center only, and only one billing record shall be generated even though this type of service requires the use of two operators.

The Bidder shall describe in detail the plan to meet this specification.

3.2.11 No User Restrictions

Mandatory. No restrictions shall be placed on the length or number of calls placed by callers through the DPRS during both peak and non-peak periods during each 24-hour period of operation. There shall be no limit at any time on consecutive calls or consecutive call attempts.

The Bidder shall describe in detail how he will meet this requirement.

3.2.12 Blockage Rate

Mandatory. The average daily network blockage rate for all calls into the relay center shall be no greater than one (1) in one hundred (100) calls so that the probability of a busy response due to network congestion is functionally equivalent to what a voice caller would experience using the voice telephone network. Calls may not be blocked at the Automated Call Distributor. Daily blockage reports will be used to determine contract compliance. If penalties are incorporated in the contract, noncompliance would automatically trigger such penalties. This grade of service shall apply to both the equipment and network availability as well as retaining an adequate number of OPRs on duty to handle surges in demand.

The Bidder shall describe in detail the plan to meet this specification including network plans and diagrams of routing systems and OPR staffing plans depicting this grade of service.

3.2.13 Dialing Access

Mandatory. The Bidder is required to have a maximum of two relay access numbers, one for voice and the other for Baudot/ASCII, or one number for both, and to describe in detail how he will meet this specification. Should other features be offered (such as VRS or Speech-to-Speech), the Bidder shall recommend the most efficient means to provide dialing access including additional numbers. The existing dialing access number(s) for DPRS in Massachusetts — Massachusetts Relay Service — shall

be available for the next DPRS provider at the completion of the contract.

3.3 Technical Specifications

In addition to the above mandatory specifications, there are other mandatory specifications that are described in detail in the appropriate section. These are:

Mandatory	Average Answer Time	3.3.1
Mandatory	Confidentiality of Calls	3.4.1
Mandatory	Emergency Calls	3.4.2
Mandatory	Pre-Subscription Utilization	3.4.3
Mandatory	Providing Qualified Staff	3.5.1
Mandatory	Total Daily and Monthly	3.5.13.1
Mandatory	Average Blockage Rate	3.5.13.2
Mandatory	Average Answer Time (Reports)	3.5.13.3
Mandatory	Reports within 21 Days	3.5.13.12
Mandatory	Additional Data Required	3.5.13.17
Mandatory	Monthly Summary Complaint Reports	3.5.14.2
Mandatory	Availability of Reports	3.5.15
Mandatory	Financial Resources	5.1.3.1(B)
Mandatory	Experience	5.1.3.1(D)

3.3.1 Average Answer Time

Mandatory. The Bidder is required to design the DPRS to answer eighty-five (85%) percent of all calls within 10 seconds on a daily basis from the beginning of ring detection until the start of connection as measured by the automated call distributor for all calls processed within a calendar month. The Bidder shall also answer ninety-seven percent (97%) of all calls within 30 seconds on a daily basis from the beginning of ring detection until the start of connection as measured by the automated call distributor for all calls processed within a calendar month. For both of the above tolerances, it is required that the call blockage rate does not exceed one percent (1%). The DPRS must be answered by an OPR prepared to place the call, not a recorded message. If penalties are incorporated in the contract, noncompliance would automatically trigger such penalties.

Note: Should the M.G.L. governing DPRS change during the course of this contract allowing calls to be handled from out-of-state locations, ninety-nine percent (99%) must be answered within 30 seconds and not ninety-seven percent.

The Bidder shall describe in detail the plan to meet these specifications.

3.3.2 System Configuration and Design

Must Provide. The Bidder shall provide a DPRS system description, plan, and diagram to indicate the equipment necessary to meet the required service standards and handle the types of calls and projected call volumes.

The Bidder shall describe in detail the plan to meet these specifications.

3.3.3 Facility Expandability

Must Provide. The Bidder must present plans that estimate how facilities can be expanded to serve increased demand. The plan must address ability to renegotiate lease, redesign usage of existing space, or alternative approaches to respond to any predictable demand increases.

The Bidder will, at no cost to the Commonwealth, upgrade the system to comply with ruling and regulatory, traffic, or other legal changes that occur throughout the duration of the contract period.

The Bidder will provide the above-mentioned materials/documentation.

3.3.4 Hardware and Software Expandability and Adaptability

Value-Added. The Bidder shall submit criteria used for purchasing and using equipment and software that can be adapted to meet increased demand as well as new technological trends, such as increased use of computers, improved transmission speed capabilities, Video Relay Interpreting/Transliteration Service, Speech-to-Speech Relay Service, etc. The Bidder shall also provide a description of the potential for “operator release” allowing a call intended for a text based telephone device but encountering a voice — or vice-versa — to be “released” from the DPRS and allow the OPR to enable the call — voice-to-voice or text-to-text — to occur without acting as intermediary freeing up the OPR to be available for other incoming calls to the center.

The Bidder will provide the materials/documentation indicated in the descriptions above.

3.3.5 Hardware and Software Updates and Upgrades

Must Provide. The Bidder must detail how hardware and software will be kept updated within one year of the vendor's current offering for all DPRS systems and equipment. This includes, but is not limited to, all hardware and software of consoles, micro-computers, mini-computers, mainframe computers, ACDs, PBXs, trouble reporting databases, etc. The Bidder will explain how hardware or software changes will be made to incorporate new exchanges.

The Bidder will provide the materials/documentation indicated above.

3.3.6 System Service Upgrade-ability

Value-Added. The Bidder shall explain the type of equipment and staffing level requirements necessary to meet the service standards and handle the types of calls¹ and projected call volumes. Bidders must state how calls from text based telephone device users to voice users will be handled differently from calls from voice users to text based telephone device users if there are differences as well as characteristic differences of service to both parties of calls involving VCO, HCO or any feature offered.

The Bidder shall describe in detail the plan to meet this specification.

3.3.7 Network Access

Must Provide. The service shall be designed to include local, intraLATA toll, interLATA interstate, interLATA intrastate, and international calls that originate and terminate in Massachusetts. However, for international calls for which interconnection is technically unfeasible, the vendor is not required to provide service. The Bidder will designate which international calls are unfeasible at the present time and any plans to address the issue and increase international access.

The Bidder must provide a network design diagram indicating the quantities and types of inbound and outbound circuits necessary to complete the projected number of calls within each jurisdiction.

3.3.8 Access to Services

3.3.8.1 Access to 900 Services

Must Provide. The Bidder shall describe in detail how access to intrastate 976, 940, and other intrastate or interstate 900 number services will be provided. The Bidder will also explain the methodology for billing the user directly for any charges incurred and clearly explain the methodology for accurately separating interstate and intrastate calls for billing purposes.

The Bidder shall describe in detail the plan to meet these specifications.

3.3.8.2 Access to Regional 800 Services and Special Prefixes

Must Provide. The Bidder shall provide access to regionally restricted 800 numbers, the business offices of local telephone companies which have special prefixes or three digits and new toll-free services (888, 887, etc.)

The Bidder shall describe in detail the plan to meet this specification.

¹ Including but not limited to: text to voice; voice to text; text to VCO; VCO to text; voice to VCO; VCO to voice; text to HCO; HCO to text; voice to HCO; HCO to voice; HCO to HCO; VCO to VCO; VCO to HCO; HCO to VCO; Speech-to-Speech to voice, text, VCO, HCO and vice-versa (if offered); Video Relay Service (if offered).

3.3.8.3 Dialing Zero For Operator Services

Value-Added. The Bidder shall describe the plan to provide equal access to operator services and shall explain what the plan is for users who dial (or wish to dial) zero to access the local operator for information or assistance.

The Bidder shall describe in detail the plan to meet this specification.

3.3.9 Service Reliability

Preamble. The proposed relay service must be designed to meet the following reliability specifications:

3.3.9.1 Additional Power Options

Value-Added. In addition to the backup power requirements specified in Section 3.2.7, the Bidder should specify other power options. These may include:

- Additional hours of battery backup;
- Potential connectivity to a Bidder-supplied generator; and/or
- Other Bidder-recommended solutions that would be fully compatible with the hardware system(s) proposed as a part of the bid.

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The Bidder shall describe in detail the plan to meet this specification.

3.3.9.2 Recorded Announcements

Value-Added. Recorded announcements as appropriate shall be provided if a system failure occurs within the relay switch or on outbound circuits. Messages shall be provided in both voice and text. Intercept messages on inbound circuits may or may not be under the control of the service provider.

The Bidder shall describe in detail the plan to meet this specification.

3.3.9.3 Disaster Recovery Plan

Value-Added. The Bidder shall create a complete plan (not just an outline) for dealing with all types of natural and man-made problems and conditions. A primary requirement is to notify the Administrator and the Common Carrier immediately if a major problem occurs. A major problem is defined as the DPRS going off line for more than five (5) minutes. In addition, the plan should detail the levels of escalation that will be employed to deal with the problem and restore service. The plan shall be designed to ensure that no aspect of relay service is impaired.

Bidders should also provide details that address how they plan to cope with specific disasters. Details may include: alternate switching of calls, including network diagrams identifying where traffic will be rerouted if vulnerable circuits become inoperable; the provision of redundant circuits to geographic areas where users are concentrated; a contingency plan for how disasters will be handled that are not part of the network, but that may affect the network (e.g., a fire in the Central Office that serves the DPRS); and/or other areas which the Bidder considers important to include in a disaster recovery plan.

The Bidder will provide the materials/documentation indicated in the description above.

3.3.10 Service Expansion

Value-Added. The Bidder shall be expected to deal with projected and/or reasonable increases or decreases in call volume and shall describe in detail the time lag needed to meet any unexpected increases in call volume. The Bidder shall describe its capability of expanding services (including physical plant and human resources) to meet increased call volumes. Describe in detail the plan to accommodate the "peaks and valleys" in service demand including methodology for predicting these surges and lags in call volume. Describe the plan to increase staffing, trunking capacity when necessary, as well as adding any equipment to remain in compliance with all of the standards of the RFP and contract.

The Bidder will provide the materials/documentation indicated in the description above.

3.3.11 New Technology

Preamble. The FCC and/or the Commonwealth of Massachusetts may pass regulations that require new technological improvements to the DPRS during the duration of the contract. It is reasonable to expect that trial periods will be observed before mandatory implementation. The user communities in Massachusetts expect to benefit from advanced technology.

Value-Added. The Bidder shall describe the methodology and process that will be used to introduce new technologies that will improve the provision of relay service and subsequent upgrades of the system, and how these activities will be coordinated with marketing, community outreach, promotional, and/or education efforts.

3.3.11.1 Voice-to-Text Capability

Value-Added. The Bidder must specify if a voice-to-text capability will be available for the OPR. If available, the voice-to-text capability would enable the OPR to use voice instead of typing as the primary input to the terminal that relays information to the text based telephone user. Any voice-to-text software employed must be at least ninety-five percent (95%) accurate. Any “training” of the software to learn the voice of the OPR must be done prior to on-line implementation. The OPR must be able to manually make corrections by keyboard if necessary.

The Bidder shall describe in detail the plan to meet this specification.

3.3.11.2 Operator Interaction

Preamble. In an effort to address situations where multiple transfers may be necessary before encountering the intended party, the OPR may — when requested — place a call and instead of announcing and explaining relay, may simply request the information sought should it be of a simple nature. Examples such as the caller saying to the OPR at the beginning of a call: “Please call Macy’s, 555-1212, and just find out what time they close and hangup. GA” or “Please ask for Mr. Smith’s TTY extension number so I can call him direct then hangup GA”. The relay user must remain on the line at all times.

Value-Added. The Bidder shall describe potential capabilities for the OPR to interact with the text based telephone device user and/or the voice user when requested by either party.

3.3.11.3 Speech-to-Speech Relay (Separate Bid Proposal)

Value-Added. The Bidder shall provide a separate bid that describes the plan for providing Speech to Speech relay both on a trial basis and fully implemented. This separate bid will not be included in any way in the evaluation of this RFP. M.G.L. Chapter 166 § 15E states that “Each common carrier shall provide a **dual party TDD/TTY telephone message relay service** from a center located within the commonwealth. Employees of said center shall be residents of the commonwealth and preference in employment at said center shall be given to disabled persons as defined by this section.” (emphasis added). The provision of Speech-to-Speech, should it be approved by the DTE in Massachusetts, does not seem to have the same constraints as the DPRS (must be in-state) and can therefore, possibly be contracted to an out-of-state STS center that is already fully operational. Please see Section 2.20 regarding funding. Note that any proposals for this item are completely separate and will have no effect on the general bid package for DPRS in Massachusetts.

1. Description:

Speech-to-Speech Service is a DPRS enhancement which enables a person with a speech disability to use the relay service with his or her own voice or voice synthesizer, rather than by using text based devices. Speech-to-Speech

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will provide trained operators who will function as human translators for people with speech disabilities who have difficulty being understood on the telephone. The relay service operators will repeat the words of the speech-disabled caller (as speech interpreters do in a face-to-face setting) to whomever the person with the speech disability is calling. The service also works in reverse, so that persons with speech disabilities may receive calls and communicate with persons who do not have speech disabilities through the relay service.

2. Technical Standards:

- a) Speech-to-Speech service must meet all of the minimum relay service standards described in this RFP, unless the requirement is superseded by another requirement stated in this section.
- b) Speech-to-Speech shall have its own separate 800 number. The 800 number chosen will have as many of the same digits as possible. In consideration for pronunciation and comprehension, it is preferable that no zeros, threes, or sixes be in the number.
- c) Speech-to-Speech operators must be able to increase the volume with which they speak, as some people with speech disabilities may also have a hearing loss.
- d) Speech-to-Speech users may make regular calls to text based telephone equipment users through Speech-to-Speech employing Speech-to-Speech operators and voice-to-text/text-to-voice operators.
- e) Users shall be allowed to submit to their consumer preference database (by telephone to an operator or by other means) a list of names and telephone numbers of people that they call regularly. Each entry would have a number, and operators could call up the lists to the screen by involving the caller's telephone number. This requirement is necessary because operators may have particular trouble understanding the name and telephone number of the person that the speech disabled customer is calling; unlike other utterances, this information has no context. This requirement is also necessary in the event of cognitive disabilities affecting memory.
- f) An open line with no switching must be provided so that the operator, the caller with a speech disability, and the other party can all hear each other at all times. The outcome would be similar to that observed in three-way calling. An open line also allows the other party to acknowledge comprehension if they understood the person with the speech disability, but the operator did not.
- g) Speech-to-Speech service must include access to local and long distance directory assistance and all standard operator services.
- h) Callers with speech disabilities shall have the option of asking for people by name rather than by telephone number if they have placed this information previously in their consumer preference database. The relay service Speech-to-Speech provider is expected to maintain a database of user names and associated numbers for this purpose.

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3. Operator Qualifications:

- a) The operators' hearing must be tested to assure that they are competent to understand people with a variety of speech disabilities. The vendor shall define acceptable operator hearing acuity levels after six months of service operation. Operators shall also be screened to assure their ability to understand the irregular speech patterns of people with speech disabilities.

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- b) The line supervisor will identify operators and remove them from Speech-to-Speech duties:

- i) if their hearing or concentration has become impaired because of a cold or other (temporary or permanent) medical condition,
 - ii) if they are no longer extremely patient with customers' speech and respectful of them.
 - iii) if they are unable to speak in a clear, concise, understandable manner.

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4. Operator Training

- a) Adequate training on Speech-to-Speech service and the speech patterns of persons with speech disabilities must be provided to all personnel who will be interacting with such users and/or operators who complete Speech-to-Speech calls, including counseling personnel, customer service representatives, and user assistance and complaint resolution personnel.
- b) Supervisors shall have adequate training to thoroughly understand and respect the Speech-to-Speech protocols, requirements, and philosophy.
- c) The vendor is encouraged to develop a small bank of operators for the service. This bank must be large enough to handle the traffic, but small enough so that operators become accustomed to most of the users' speech patterns.
- d) Training of operators doing Speech-to-Speech must include at least eight (8) hours of training specific to that service, two (2) hours of which is training specific to voicing for voice synthesizer users. Training must include experiencing a variety of speech disabilities, possibly partly through video.
- e) The Speech-to-Speech provider must designate an individual to serve as the liaison to the Advisory Committee on Speech-to-Speech issues and to work with the relay service specialists on the Speech-to-Speech outreach program.

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5. Procedures for Relaying Communication:

- a) Operators shall never guess what the caller with a speech says, but will request clarification.
- b) If a line is busy, the operator will immediately repeat aloud the number dialed to verify that the operator understood the number correctly.
- c) Users may dictate a message to be left on an answering machine in the operator's voice.
- d) After each call, operators will offer to make another call.
- e) While operators may not counsel, advise, or interject personal opinions into a conversation, they may ask questions to clarify what was said particularly if the meaning or context is unclear as relates to pronunciation and homonyms, etc.

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- f) Operators may interact with users having a problem using the service and to reassure new users. Operators may confirm to and reassure users that the user was understood.
- g) Operators also may interact with users to help the user use the service more effectively. This is particularly necessary in helping developmentally delayed users with short-term memory loss. For example, they may repeat back to the user and dial the correct telephone number that the user receives from one caller and then repeats in error to the operator in requesting another call. Operators must never attempt to assist users in ways that could interfere with the user's independence. The above directions may appear self contradictory but are not in light of the wide variance in intellectual capacity within this user group. An opportunity for an operator to facilitate communication takes priority over transparency. However, the operator must not facilitate if there is a great risk of diminishing communication. The user retains control and may accept or deny any attempts at assistance.
- f) Given the possibility of limited telephone experience and delayed social development of some users, operators will prompt users leaving messages on answering machines who forget to leave their name and/or telephone number.
- g) Operators will avoid informality interpretable by users as patronizing. Adult users must always be treated as mature adults regardless of their behavior.
- h) Before dialing, the operator will ask, "Shall I tell the party who's calling?"
- i) Provider is encouraged to use the same operator throughout the Speech-to-Speech call. When a change of the operator is necessary, it shall only occur at the end of each conversation. Operator change is permitted during a conversation at the request of the user or if the operator becomes physically incapacitated. Operator change is very disruptive to users with speech disabilities. It may prompt the fear or concern that the new operator may not understand them as well as the first operator did. Operator change is rarely necessary during Speech-to-Speech calls as repetitive motion injury (RMI) is not an issue.
- j) At the start of the call the operator will announce that he or she will voice for the person with a speech disability throughout the call unless both parties ask him/her to stop.
- k) Some people with speech disabilities can be clearly understood if allowed to speak uninterrupted; there is no need for operators to voice for them, there is simply the need for the other party not to interrupt them. Such customers may request the operator to only repeat what they say when the called party misses a word or words.
- l) The Speech-to-Speech operators' room should be quiet and the partitions between the operators' stalls should be sound proof enough so that operators can concentrate intensely on hearing the caller's speech.
- m) Operators must be able to retain information from one inbound call for use in a subsequent outbound call, and such information shall be retained for the duration of the inbound call. (Such as repeated calls to various answering machines with the same message).
- n) The vendor will provide voicing for people with speech disabilities calling each other, for both parties when requested.

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6. Reporting Requirements:

- a) The Advisory Committee may request input directly from the operators through the use of periodic surveys as the Program deems necessary.
- b) Speech-to-Speech calls will be tallied separately from text-to-speech calls made using the "s" as required in Section 3.4.9.15.
- c) The Speech-to-Speech provider shall provide all of the Traffic Reports required in this RPF (See Section 3.5.13) separately for Speech-to-Speech calls.

7. Bidding Information:

Bidders must provide a description of how Speech-to-Speech Service will be provided in connection with the relay service. This description must include an estimate of Speech-to-Speech call volumes during the first twelve (12) months of operation and a description of how the operators' stations will be set up and equipped to provide the service. Bidders must also comment on their planned training program for speech-to-Speech operators.

The Bidder shall describe in detail how he will meet this requirement.

3.3.11.4 Video Relay Service (Separate Bid Proposal)

Value-Added. The Bidder shall provide, as a separate bid and contingent upon approval by the DTE, for the operation and maintenance of a video relay service (VRS) system. This separate bid will not be included in any way in the evaluation of this RFP. A three month trial shall be conducted to approximate the conditions a functional VRS would encounter. For a period during the business day, 12:00 p.m. to 5:00 p.m., Monday to Friday, the service will provide up to six (6) simultaneous video relay calls. Four video lines will be dedicated to accepting incoming calls for telephone relay by Video Relay Interpreting/Transliterating (VRI) operators. Two additional lines on stand-by shall be available for Supervisors to use for customer assistance or for call back up/overflow capability.

M.G.L. Chapter 166 § 15E states that "Each common carrier shall provide a **dual party TDD/TTY telephone message relay service** from a center located within the commonwealth. Employees of said center shall be residents of the commonwealth and preference in employment at said center shall be given to disabled persons as defined by this section." (emphasis added). The provision of Video Relay Service, should it be approved by the DTE in Massachusetts, does not seem to have the same constraints as the DPRS (must be in-state) and can therefore, possibly be contracted to an out-of-state VRS center that is already fully operational. Please see Section 2.20 regarding funding.

A. VRS Center Work Sites / VRS User Sites

The Bidder shall provide a detailed plan to supply telecommunications services and equipment for four (4) Telecommunications Relay Service Video Relay

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Bell Atlantic — Request for Proposals: Massachusetts Dual Party Relay Service

Interpreter/Transliterators workstations. This Bidder will provide training to all VRI personnel on the operation of a Telecommunication Relay Service / Video Relay Service ("TRS/VRS") combination workstation. They will be responsible for maintaining network integrity between the two VRS Centers and 6 VRS (BRI-ISDN) "or better" user sites. Toll free access to VRS Centers shall be provided by the Bidder to privately equipped ISDN customers. The VRS provider will generate statistical reports using a format similar to current DPRS reports.

Two VRS Center work sites for the VRS operators will be established by the Bidder. VRS calls from any part of the Commonwealth may be routed to either VRS center in consideration of load balancing. Each center will have three video relay interpreter/transliterators workstations - two for VRI interpreter/transliterators and one for the VRI Center Supervisor.

Computers shall be Pentium™ "or 586 or better" with state-of-the-art video capability able to achieve and maintain 30+ frames per second.

B. Locations

The Bidder shall purchase/lease BRI-ISDN service and video conferencing equipment and computers that will be installed at 5 locations throughout the Commonwealth. Existing sites employed by the Commonwealth currently for video conferencing that meet the standards described above may qualify as VRS remote sites. The five public sites may include schools or programs for the people who are deaf, hard-of-hearing, late-deafened, or deafblind. Others sites selected will represent a variety of community locations accessible to trial participants (particular attention should be paid to the lease or rental of existing installations). Equipment purchased or leased will include specially configured software to allow users an easy and intuitive interface with the computer for making a VRS call.

C. Oversight

A VRS Manager will be hired by the Bidder's Project Manager to assist overseeing the operation of the VRS system. The VRS Manager will purchase and set up equipment, train the community agency staff at the 5 locations on its use, and provide on-going support. The VRS Manager must also conduct outreach, assist consumers in using VRS, and conduct consumer surveys. Definition and distinction between the duties for the VRS Manager and Administrator's Project Manager will need to be reviewed by the Administrator prior to contracting for this position and service.

D. Hours of Operation

The video relay service will be made available during off-hours for demonstrations to community groups, planned events, and the media. A videotape will be produced explaining the use and function of the video relay service. Consumers will

also be invited to make 'video calls' to each other (at consumer expense) using the Bidder's equipment at the 5 community-based installations.

E. Service Extension

Funding requested for the project includes additional expenses for service extension (not expansion until viability has been determined) to include a full calendar year. A separate recommendation for an on-going provisional service will be made to the Administrator after data collected from the initial trial period is reviewed. The Administrator retains the option of extending the contract should provisional service be approved and implemented at a later date. Please also see the **Glossary of Terms**.

In a separate bid, the Bidder shall describe in detail the service, physical plant, components, human resources, how intrastate calls vs. interstate calls would be identified for billing, etc., that shall be provided for the provision of Video Relay Service in Massachusetts.

3.3.12 Transfer Capability

Value-Added. The Bidder must detail how the Relay Center will be equipped to allow for the transfer of calls within the relay center when necessary to meet user needs. By transfer, it is meant that originating calls, either voice or text, may be switched to a supervisor, another operator of a different gender, non-English speaking operator, etc., or another relay center within the state. This requires switching the originating call from one console position to another within the Relay Center and/or the capability of switching the originating call to a similar facility located elsewhere within the Commonwealth.

The Bidder must explain in detail the plan to meet this specification.

3.3.13 Intrastate Long Distance and Toll Call Billing

Must Provide. Intrastate long distance and toll calls placed through the Relay Center shall be billed at the same rate that would apply if the calls had been placed without the use of the relay operator. This rate shall include any applicable discounts offered to DPRS users by the user's long distance carrier or by the local exchange company for a toll call and an individual's local calling plan.

The Bidder must explain in detail the plan to meet this specification.

3.3.14 Description of Interstate/InterLATA Calling Procedures

Must Provide. The Bidder shall detail how interstate and international calls will be provided through the proposed relay service. The discussion will include details describing how all interstate costs involved (i.e., operator time, facility and equipment

usage, overhead, billing and administrative costs, etc.) will be completely separate from intrastate costs. The Bidder will estimate numbers of additional staff, operator positions, and other equipment that will be required to relay interstate calls.

The Bidder shall provide the materials/documentation indicated in the description above.

3.3.15 Coin-operated Payphones

Must Provide. The DPRS provider selected will be required to meet the FCC mandated process for calls through the relay center placed from a coin station.

The Bidder shall provide the materials/documentation indicated in the description above.

3.3.16 DPRS Computer Setup for a Text Based Telephone Equipment Originating Call

3.3.16.1 Database

Must Provide. The Relay Center must create a database (See Section 3.2.7 which describes the database) that correlates user's telephone number(s) and Personal Identification Number(s) ("PIN") to a relay user's preference for relay service (e.g., VCO, HCO, Verbatim or Transliterated, male/female and other preferences).

The Bidder shall describe in detail the plan to meet this specification.

3.3.16.2 ANI Call Setup

Value-Added. The Relay Center must utilize ANI (Automatic Number Identification) to identify the incoming text based telephone device telephone numbers and automatically retrieve the database preference information corresponding to the default PIN number to facilitate relay setup. Should the ANI have multiple profiles (multiple PIN numbers), it is the duty of the caller to request another profile besides the default. In the event that the user is uncertain, he or she may request that the current settings be transmitted to the user in a format that is clear and understandable. The call will proceed with the pre-specified preferences unless the user indicated the need to clarify or change the preferences. If the user has not previously established preferences, or if the user wishes to override the current preferences, the OPR will assist in manually configuring the preferences for the relay call.

The Bidder must detail how he would comply with this specification.

3.3.16.3 Wait Time Estimates

Must Provide. All relay calls shall be answered by an OPR ready to place the call (See Sections 3.2.13 and 3.3.1). If the DPRS provider is in noncompliance and a user must wait in the queue for the next available OPR, the relay service must provide

an estimate of the wait time in voice, Baudot and/or ASCII format if the wait time is more than 10 seconds. The wait time estimate can be based on relay traffic at the time of the call.

The Bidder must describe in detail the plan to meet this specification.

3.3.17 Text-to-Voice Capability

Value-Added. The Bidder must specify if a text-to-voice capability will be available and how it would meet this specification. If available, a user could request this service to translate what is typed by the text based telephone device user into a synthesized voice for the hearing person to hear. The software must be robust under imprecise spelling inputs and phonetic English inputs. The user must be able to choose between a male and a female synthesized voice.

The Bidder shall describe in detail the plan to meet this specification.

3.3.18 Two-way (Single-Line) VCO

Value-Added. A two-way single-line VCO will be available for those users who wish to use it. A two-way VCO capability allows two users to simultaneously use the VCO feature. The OPR transcribes and transmits the voice of both users so that neither user has to type. The Bidder shall describe the technology he will use to provide the service, any attendant OPR training necessary, and the training program.

The Bidder shall describe in detail the plan to meet this specification.

3.4 Operational Specifications and Protocols

3.4.1 Confidentiality of Calls

Mandatory. Consistent with the obligations of common carrier operators, all

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calls shall be confidential and shall remain totally confidential, and therefore no written, audio, or electronic script shall be kept beyond the duration of the call with the exception of an intended, identical message for multiple answering machines (See Section 3.4.9.16.2.1). OPRs and supervisory personnel shall not reveal information about any call, except the minimum necessary for billing purposes, including the information described below.

OPRs and supervisory personnel must be required to sign a pledge of confidentiality promising not to disclose the identity of any callers or fellow relay OPRs or supervisory personnel or any information learned during the course of relaying calls, either during the period of employment as an operator or after termination of employment.

The Bidder shall describe in detail the plan to meet this and the following specifications.

a. OPRs and supervisory personnel shall not reveal any of the following information:

- i. Names, genders, or ages of the parties of the call;
- ii. Originating or terminating points of the call; or
- iii. Specifics of the information conveyed.

b. OPRs and supervisory personnel shall not discuss, even among themselves or with their supervisors, any names or specifics of any relay call, except as required in the course of resolving complaints. OPRs may discuss the general situation that they need assistance with in order to clarify how to process a particular type of relay call.

OPRs and supervisory personnel should be trained to ask questions about procedures without revealing names or specific information that will identify the caller. If a user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the OPR, supervisory personnel or the Relay Center, names and specific information may be disclosed by the OPR and supervisory personnel to a supervisor to help in addressing the situation expeditiously.

If an OPR or supervisory personnel wishes — or needs — to report any potential non-compliance or perceived gross negligence on the part of the DPRS provider, they may do so while still withholding names of consumers and critical information by contacting the Administrator.

c. Watching or listening to actual calls by anyone other than the relay OPR is prohibited, except for training or monitoring purposes.

d. Proposals shall outline the policies the Bidder will use to preserve confidentiality. Specific policies shall be developed after contract award and must be in place at start-up time, or by the time of first hire. Such policies may include protocols employees are encouraged to use to prevent unintentional disclosure of relayed conversations. A copy of the Confidentiality Policy shall be provided to

a user upon request.

e. An OPR or supervisory personnel who, after investigation, is found to have violated the confidentiality rules and regulations shall either be terminated immediately or be given a warning and automatically terminated if the breach occurs a second time. Proposals shall specify the policy for reviewing alleged violations of confidentiality.

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f. The contractor shall be restricted to collecting only that personal information necessary to provide and bill for the relay service being rendered. This information shall not be used for any other purpose, with the exception where this information is necessary under standard operating practices for responding to customer complaints, or to cooperate with legitimate governmental investigations.

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3.4.2 Emergency Calls

Preamble. The Commonwealth of Massachusetts employs Enhanced 911 service that provides caller location as well as provides the caller with the ability to use voice, TTY or to signal their need silently through the touch-tone phone keypad when accessing emergency telecommunications services (911). Although E911 is 100% accessible, some callers will panic or are not yet aware of E911's ability and will call the DPRS².

Mandatory. The DPRS shall have satisfactory procedures for receiving, transmitting, and tracking³ emergency calls. OPRs shall be trained to handle such calls. A plan for handling emergency calls must be submitted as part of each proposal.

The Bidder must describe in detail the plan to meet this specification.

3.4.3 Pre-Subscription Utilization (Carrier of Choice)

Mandatory. Bidders shall describe the method they will provide for users of the DPRS to select their inter-exchange carrier automatically. The Bidder shall provide an entry in the consumer preference database for this purpose and must list the choices of long distance carriers that will be offered

The Bidders shall describe in detail the plan to meet this specification.

3.4.4 Multi-lingual Relay Service

Must Provide. The Bidder shall provide the plan for providing non-English language relay calls. This includes "same language" text to speech relay as well as translation from a verbal, non-English language to English text. Desirable languages

² For further details on E911 in Massachusetts, contact Robert Watkinson, Director, Statewide Emergency Telecommunications Board, PO Box 156, Reading, MA 01867 (781) 944 9113 (Voice/TTY).

³ For the purpose of this RFP, "tracking" means being able to supply the appropriate emergency response service with the caller's number to take advantage of E911's database that connects ANI with the address of the caller.

are: Spanish, Vietnamese, Portuguese, Russian and Khmer.

The Bidder must describe in detail the plan to meet this specification.

3.4.4.1 Multi-lingual Translation AND Relay Calls

Preamble. Many potential relay users who are deaf or hard of hearing — and who have received their education in programs and through services in the United States and other locations — have families whose primary language is not English. These individuals and their families typically employ ASL or gestures as a visual means to communicate but are unable to communicate via telephone without translation between non-native, typed English and another language. In an effort to address this issue, as well as verbal to typed, same language relay, the Bidder will provide the following:

Value-Added. The Bidder must explain in detail the plan to provide multi-lingual capabilities for enabling non-English-speaking DPRS users to communicate with text based telephone device users whose means of printed language expression is non-native English (or ESL) and describe the methodology for determining when any additional foreign language capabilities will be added. Desirable languages are: Spanish, Vietnamese, Portuguese, Russian and Khmer.

The Bidder must describe in detail the plan to meet this specification.

3.4.5 Relay Operator (OPR) Choice

Must Provide. The text based telephone device user may choose either a male or female OPR. The DPRS provider is required to have an adequate number of both male and female staff available to honor the request for either a male or female OPR. OPR changes during relay call processing shall remain consistent with the previous OPR (male or female).

The Bidder shall describe in detail the plan to meet this specification.

3.4.6 Operator Services

Value-Added. The Bidder must detail how it will provide text-based standard operator services at no cost except for any charges for services which normally are billed directly to the caller as applicable. This service will provide all of the standard

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operator services normally provided to all telephone users, including directory assistance, but will be available to callers using DPRS. (See Section 3.3.8.3).

The Bidder shall describe in detail the plan to meet this specification.

3.4.7 Work Space

Value-Added. The Bidder shall describe its design for a Relay Operator's work area that is well lit and constructed to prevent high noise interference with the performance of OPR duties and does not permit OPRs at adjacent stations to be overheard by the callers.

The Bidder shall describe in detail the plan to meet this specification.

3.4.8 Minimum OPR Qualifications

Value-Added. Bidders shall specify how they plan to demonstrate that Operator meet all necessary proficiency requirements. Operators shall be able to quickly and accurately type text relay messages and speak in a clear, concise, understandable manner to the voice users. This shall include, but not be limited to, the following capabilities:

3.4.8.1 English Skills, Basic Skills, English Grammar

Mandatory. Basic skills in English grammar, as demonstrated by a continued grammar test ~~measuring both auditory and visual typing~~, are required. The maximum ~~combined typographical and grammatical error rate allowed shall be ten percent (10%).~~ ??

The Bidder shall describe in detail the plan to meet this specification.

3.4.8.2 Typing Speed and Accuracy

Value-Added. A minimum typing speed of fifty-five (55) words per minute ("wpm") with a two percent or less error rate at entry level; a minimum speed of sixty (60) wpm with a two percent or less error rate upon completion of initial training and sixty-five (65) wpm with a two percent or less error rate after 90 days, is required. A typing test shall be administered upon entry, completion of initial training, and after 90 days to measure both auditory and visual typing capabilities. The formula to calibrate words per minute, shall be five (5) keystrokes (four alphanumeric characters plus one space) per "word" requiring three hundred and twenty-five (325) keystrokes per minute to achieve sixty-five (65) wpm. ~~Macros that are executed by one function key shall count as one keystroke regardless of the number of alphanumeric characters "attached" to that macro. Similarly, a macro executed with two key strokes shall count for two keystrokes regardless of the number of alphanumeric characters "attached" to that macro.~~ Prior to the filing of the Service Agreement with DTE, the successful Bidder shall supply to the Administrator a complete, detailed listing of all macros employed or planned to be employed.

The Bidder shall describe in detail the plan to meet this specification.

3.4.8.3 Spelling Skills

Value-Added. Minimum spelling skills equivalent to quickly and easily spelling words comparable to a mature, college-level conversation are required. The Bidder must describe how spelling skills will be measured upon entry and on an on-going basis.

The Bidder shall describe in detail the plan to meet this specification.

3.4.8.4 Transliteration/Translation of Non-Native English

Value-Added. An ability to understand deaf, hard of hearing, and deafblind people using non-native English (or ESL) and to transliterate/translate it to correct written English is required. The Bidder shall demonstrate how he plans to train Operators to transliterate/translate such calls and how they will determine the need. Furthermore, the Bidder shall indicate at what level he would consider Operators to be fully trained in this capacity.

The Bidder will provide an entry in the consumer profile database (See Section 3.2.7) addressing this issue and the default shall be to transliterate/translate as needed. The other option shall be: word-for-word.

The Bidder shall describe in detail the plan to meet this specification.

3.4.8.5 Relay Operator Proficiency Exam

Must Provide. The contractor providing DPRS shall require that all prospective Operators take a quantifiable, performance-based relay Operator proficiency exam at time of hiring and pass the quantifiable, performance-based relay Operator proficiency examination at the completion of the 90 day training period as well as take a similar exam annually. This examination shall cover spelling, typing, dictation, interpretation of typewritten ASL, and procedures, including the handling of emergency calls, ~~characteristics of ASL as it may be reflected in the written language of text-based telephone device users~~, familiarity with deaf culture, ethics and confidentiality, and professional judgment. This test shall have — as its minimum requirements — the proficiency skills for Operators mandated by this RFP. The Relay Center shall make sure that material from these tests is not available to the Operators before testing time and must change portions of the tests from time to time. The Bidder must include a copy of the expected proficiency examination in the proposal. Any Operator who cannot pass this examination within a three-month training period shall not be utilized as a relay operator. Operators shall be re-tested at least once a year.

The Bidder shall describe in detail the plan to meet this specification.

3.4.9 Procedures for Relaying Communication

Preamble. Operators must simultaneously convey the full content, context and intent of the communication they transliterate. The key word is intent. Unless requested otherwise by a user, the Operator shall relay all calls according to the procedures described below.

The Bidder shall describe how the following specifications will be met:

3.4.9.1 Call Status

Must Provide. Operators shall also keep the user informed on the status of the call, such as dialing, ringing, busy, disconnected, on hold, etc.

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.1.1 Ringing

Value-Added. The Bidder shall provide a detailed description of the procedure and protocol to satisfy the requirement that all ringing status shall be indicated by “RINGING 1... 2... 3...” up to ten (10) rings then turn control over to the caller. The Bidder shall supply with this proposal scripts, or macro scripts — if any — that are employed for the Operator to keep the caller informed of how many rings prior to connection or user’s abandonment of the call.

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.2 User Control

Value-Added. The user shall have the option of telling the Operator what aspects of the call that he/she will handle. For example, the user may request that he/she introduce relay services to the called party, rather than have the Operator do it. The Bidder will provide an entry in the customer profile database addressing this and other “user control” issues.

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.3 Typing Verbatim

Must Provide. The Operator shall type to the text based telephone device user or verbalize to the voice user exactly what is said when the call is first answered and at all times during the conversation unless either party specifically requests otherwise.

The Bidder shall provide an entry in the customer profile database addressing this issue and the default shall be to transliterate/translate as needed. The other option shall be: verbatim (word-for-word).

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.3.1 Transliteration/Translation of Non-Native Written/Typed English

Must Provide. Those users whose native language is not English will need to have their calls transliterated / translated into clear, spoken English so that the voice user can understand the call and communication occurs. The voice user's spoken English must be translated back into typed English to match the style of the text based telephone device user and clear communication occurs. Text based telephone device users may instruct the Operator to voice in standard English or read word-for-word that which the text user types.

The Bidder will provide an entry in the customer profile database addressing this issue and the default shall be to transliterate/translate as needed. The other option shall be verbatim (or word-for-word).

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.4 Explaining Relay

Must Provide. When the Operator needs to explain relay to a voice user, the Operator shall also type "explaining relay GA" for the benefit of the text based telephone device user. To prevent lengthy pauses at the beginning of the call, the text user may type in a greeting while the Operator explains relay to the voice user. Upon request by the user, the Operator shall not announce a call as a relay call, permitting the caller to provide explanation, if any. If the caller uses a text based telephone device, the Operator shall have the option to inform the called party that the caller uses a text telephone unless the caller asks the Operator not to do so. In the event that the caller is a voice user, the Operator shall have the option to inform the called party that the call is a voice call unless the caller asks the Operator not to do so. The Bidder shall include standard "explaining relay" scripts typically used for voice users with the bid.

The Bidder shall provide an entry in the consumer profile database addressing this issue and the default shall be for the Operator to explain relay unless requested not to do so by the user in advance. The option shall be not to automatically explain relay but to allow the user complete control over this aspect of a call. The user who selects this option may explain it himself or herself or request that the Operator do so in advance.

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.5 Communicating Tone and Background Noise

3.4.9.5.1 Conversational Tone

3.4.9.5.1.1 Voicing for the Text Telephone User

Must Provide. When speaking for the text based telephone device user, the Operator shall adopt a conversational tone of voice appropriate to:

- the type of call being made;
- the context, content and intent of the call; and
- the text telephone device user's use of punctuation, figures of speech, etc.

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The Bidder shall describe in detail the plan to meet this specification.

3.4.9.5.1.2 Typing for the Voice User

Must Provide. Operators shall, to the best of their abilities, let the text telephone device user know the voice user's tone of voice if it has any bearing on the content, context, or intent of the conversation by describing the tone used in a text based format. The intent of this requirement is to convey tone of voice that is out of the ordinary or has a substantial impact on the content, context, or intent of the call and is not apparent through the textual content. Nevertheless, a user shall have the option of requesting all conversational tone or no conversational tone.

Phrases or words such as "sounds like" or "sounds" shall not be used unless requested. The Operator shall not provide opinion but shall provide observation of the situation. Examples of conversational tone include but are not limited to: (ABRUPT), (YELLING), (TALKING FAST), (MUMBLING), (CRYING). Such descriptions of the observation of tone of voice may be used when it is not already apparent from the textual content, context or intent of the call. Consumer input has also indicated that — regardless of the user profile — should conversational tone of voice seem out of the ordinary or change suddenly or markedly, this should be conveyed in the manner and style indicated by the examples above.

The Bidder will provide an entry that can contain at least three choices in the consumer profile database addressing this issue and the default shall be to only convey tone of voice when it has a significant impact on the conversation. Options shall also include: provide no tone of voice; and, provide all tone of voice.

The Bidder shall explain in detail the plan to meet this specification.

3.4.9.5.2 Background Noise

Must Provide. Operators shall, to the best of their abilities, let the text based telephone device user know the background noises that occur on the voice user's end if they have any bearing on the content, context or intent of the conversation or are proving to be an obstacle to clear accurate communication for either party or the Operator. For example, the Operator may type in parentheses that the dog is barking, the television is loud or the children are yelling. Nevertheless, a user may choose to have all background noise conveyed, or no background noise conveyed through use of the consumer preference database.

Phrases such as "sounds like" or "sounds" shall not be used unless requested. The Operator shall not provide opinion but shall provide observation of the situation. Examples of such observations include but are not limited to, (CRYING), (LAUGHING), (KIDS SHOUTING), (LOUD MUSIC), (DOG BARKING), (DOORBELL). Such descriptions of the observations of background noise may be used when they alter the course of a conversation or have an impact on the Operator's or either party's ability to communicate clearly. Consumer input has also indicated that — regardless of the customer profile — if the background noise is having an effect on the Operator's or either party's ability to clearly communicate, then it is important to provide this information to the parties.

The Bidder will provide an entry that can contain at least three choices in the consumer profile database addressing this issue and the default shall be to only convey background noise when it has a significant impact on the conversation. Options shall also include: convey no background noise; and, convey all background noise.

The Bidder shall explain in detail the plan to meet this specification.

3.4.9.6 Another Person On Line

Must Provide. Operators shall indicate to either party if another person comes on the other end of the line at any time during a relay call. Examples of such instances include but are not limited to: transfers to different departments, a supervisor/manager at a place of business taking over a call, etc.

The Bidder shall explain in detail the plan to meet this specification.

3.4.9.7 Redialing Busy

Must Provide. When a line is busy, the Operator shall redial at least three times, with a fifteen (15) second delay between abandoning a caller's attempt after encountering a busy signal and redialing if requested by the caller. In the event of continual busy signals, the Operator will continue to redial (using 15-second intervals) for as many attempts as requested by the caller. The text based telephone device user must remain on line.

The Bidder shall explain in detail the plan to meet this specification.

3.4.9.8 All Comments Typed

Must Provide. All comments directed to the voice user by the Operator shall be relayed to the text telephone device user. These comments shall be typed in parentheses, for example: (Will you accept a collect call?). All comments directed to the Operator by the voice user shall also be relayed, for example: (Yes, I'll accept the collect call.).

The Bidder shall explain in detail the plan to meet this specification.

3.4.9.8.1 Special Circumstances

Value-Added. On occasions where the voice user may be having difficulty understanding the Operator and the text telephone device user may be aware — or may recognize the fact — that the voice user may be hard-of-hearing or have a disability that affects speech or cognition, the text user may wish to comment to the Operator in an effort to inform and facilitate the call in an effort to achieve communication. The Operator should not relay such comments without confirming that the comments are directed to the Operator to facilitate the call.

The Bidder shall provide a detailed description of the Bidder's ability to abide by the desired conditions described in this item.

3.4.9.9 Use of Third Person

Must Provide. If either party communicates in the third person, the Operator shall relay in the third person.

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.10 Corrections

Value-Added. To correct a typing error, Operators shall not backspace, but continue in a forward direction by typing "xx" (common TTY convention for error) and then typing the word correctly.

If automatic spelling-correction software is employed it must maintain a minimum of ninety-five percent (95%) accuracy, the Bidder will outline in detail protocol and specifications for use of such software.

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.11 Verifying Spelling

Value-Added. When necessary, Operators shall verify spelling of proper nouns, numbers, and addresses that are spoken. ~~This shall be treated as a comment and relayed to the text based telephone device user in parentheses. Examples include but~~

~~are not limited to: an Operator asking the voice user “(IS THAT NAME S M I T H Q Q GA)”;~~ or the Operator informing the text user of the Operator’s attempt to clarify with the other party ~~“(ASKING SPELLING OF STREET NAME)”~~. If the operator requests spelling of a word, the operator shall type the word with spaces between each letter to indicate to the text telephone user that the spelling was requested. For example: K U M A R.

The Bidder shall describe in detail the plan to meet its specification.

3.4.9.12 Relay Operators on Line

Must Provide. The Operator shall stay on the line until both parties have terminated the call. If necessary to process a formal complaint or compliment, the call shall be transferred to an on-site supervisor or manager.

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.13 Relay Operator Intrusion

Must Provide. Operators, supervisors or managers shall not counsel, advise, or interject personal opinions, messages, observations, personal questions or additional information into any relay call. Operators, supervisors and managers shall not hold personal conversations with consumers calling the DPRS on a relay call, or related to a relay call even when prompted by callers. Operators, supervisors or managers may not alter the substance or purpose of the communication in any substantive way, provided, however, that this shall not be construed so as to preclude Operators from asking questions that facilitate the progress of a relay call. (See Section 3.3.11.2).

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.14 Name Not Required

Value-Added. DPRS users shall not be required to give their names or the name of the party they are calling. This information shall not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). It is understood that for some calls, having the full name would help facilitate the call. However, the Operator shall not refuse to make a call if the caller does not wish to give his or her name.

The Bidder shall describe in detail the plan to meet this specification.

~~3.4.9.15 "s" to Indicate Speech Disability~~

Value-Added. ~~Operators will uniformly recognize an "s" typed by a text based telephone device user at the beginning of a call to indicate that the user has a disability affecting speech. The Bidders shall~~

propose procedures for fulfilling this requirement. This convention shall be included in all informational material produced and distributed to explain relay usage. The Bidder shall include an entry in the consumer preference database for this selection.

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.16 Answering Machines

3.4.9.16.1 Capturing Announcements/Messages

Value-Added. The Operator shall have the capability to capture in electronic format and play back to the Operator for relaying the answering machine announcements and messages to prevent the need for repeated and timely redials. The captured announcements or messages may be retained on electronic media only for the duration on the call.

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.16.2 Leaving Messages

Must Provide. Operators shall leave messages on answering machines or other voice processing systems including pagers and any voice driven menu systems if the user activates one while actually making the call. The DPRS user must remain on line. Bidders shall propose procedures for fulfilling this requirement, and the procedures shall include the following steps:

1. The Operator shall inform the caller when an answering machine has been reached.
2. The Operator shall relay any outgoing message on answering machines accessed to the caller (both voice and text) unless requested not to do so.
3. The Operator shall ask the caller if she/he wishes to leave a message.
4. The Operator shall leave the caller's message, either by voice or by text.
5. The Operator shall confirm to the caller that the message has been left.
6. The caller shall be charged only for one call, regardless of the number of redials required to leave the message.

The Bidder shall describe in detail how he shall meet this specification.

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3.4.9.16.3 Retrieving Messages

Must Provide. Operators shall retrieve messages from answering machines, voice-processing, voice-response systems, or state-of-the-art paging systems and relay a text message to a voice user or a voice message to a text user. Bidders shall provide protocol specifications for handling this requirement, and the procedures shall include methods for obtaining the necessary system access codes from the user and detailed statements regarding the confidentiality of that information.

The Bidder shall describe in detail the plan to meet this specification.

3.4.9.17 Operator Changeover

Must Provide. The Operator who receives a call ~~shall continue relaying a call until both parties have terminated their interaction.~~ must stay with that call for at least ten minutes before an in-call operator change can take place. If an change of operators is necessary, both parties shall be informed. ~~Exceptions to this requirement are:~~

- ~~• Shift changes (including scheduled meals and breaks)~~
- ~~• Call duration in excess of one hour,~~
- ~~• Perceived conflict of interest (Operator identifies the customer as friend, relative or family member),~~
- ~~• Illness or injury.~~
- ~~• DPRS system failure / natural or other disaster~~

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The Bidder is required to provide a detailed outline of a plan to minimize Operator changeover during the middle of a call.

3.4.10 Handling of Obscenity Directed to the Operator

Value-Added. ~~Operators do not have to tolerate obscenity directed at them.~~ Bidders shall have a plan to ensure that the following requirements are met:

1. Operators shall not make a value judgment on the profanity, obscenity or legality of any message.
2. Obscenity included in the conversation between the two parties, even if it is referring to an operator, shall not be construed as obscenity directed at the operator.
3. Escalation procedures for obscenity/abuse shall be in place.

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It is acceptable to transfer callers using obscenities directed toward the operator to a supervisor.

The Bidder shall describe in detail the plan to handle these situations.

3.4.11 Relay Operator (Operator) Identification

Mandatory. Operators shall inform the text telephone device user and voice user of their identity by providing an Operator identification number. At the beginning of a call, text users shall see “MASS RELAY” before the operator identification number and voice users shall hear “Massachusetts Relay” or “Massachusetts Relay Service”. At the end of a call — as part of sign-off procedure — only the identification number is necessary. See Sections 3.4.11.1 and 3.4.11.2 for additional requirements for identification. See also Section 3.4.11 regarding answering machines and Operator identification.

The Bidder shall specify a method that will allow identification of the Operator in the event a complaint or commendation is filed.

3.4.11.1 Inform User of Gender

Must Provide. Operators shall inform the text telephone device user and voice user of their gender by appending an “M” or “F,” to the Operator identification number. Text users shall be informed via text (e.g. “Operator MASS RELAY OPR 1234M”) and ~~voice users shall be informed via voice (e.g. “Operator number 1234M”).~~ At the beginning of a call, text users shall see “MASS RELAY” before the operator identification number and voice users shall hear “Massachusetts Relay” or “Massachusetts Relay Service”. At the end of a call — as part of sign-off procedure — only the identification number including gender designation and trainee status — if applicable — need be given. See 3.4.11 regarding answering machines and Operator identification.

The Bidder shall describe in detail the plan for meeting this specification.

3.4.11.2 Inform User of Trainee Status

Must Provide. Operators with 90 days or less of employment as an Operator at the relay center — or who are in a designated “trainees” or are in a training program — shall be required to append the Operator identification number and letter indicating gender with the letter “T” signifying “Trainee” (e.g. “MASS RELAY OPR 1234MT”) to text users and announce trainee status with the word “trainee” to the voice users (e.g. “Massachusetts Relay Operator Trainee ~~number~~ 1234M”).

The Bidder shall describe in detail the plan for meeting this specification.

3.4.12 Caller-Provided Information

Value-Added. A Bidder may require that a caller provide NPA/NXX-type information to identify the caller's local calling area if that information is necessary to distinguish local calls from toll calls and to allow for faster call set-up times. The Bidder must specify how such information would result in faster call set-up times and provide justification that no other equipment is available that would avoid the necessity for callers to provide their phone numbers.

The Bidder shall describe in detail the plan for meeting this specification.

3.5 Administration / Control Specifications

3.5.1 Providing Qualified Staff

Mandatory. Employees of the Massachusetts DPRS shall be residents of the Commonwealth of Massachusetts. Preference in employment at the Massachusetts DPRS shall be given to persons with disabilities including individuals who are deaf, hard-of-hearing, late-deafened deafblind and/or have a disability affecting speech or clarity of speech. Each proposal shall include a detailed plan to ensure the active recruitment and hiring of skilled personnel. Emphasis shall also be given to recruiting and hiring individuals with American Sign Language (ASL) and relay service experience and with experience working within the deaf, hard of hearing, and/or deafblind communities as well as with individuals who have disabilities affecting speech or clarity of speech.

Each proposal must include: (a) an organization chart depicting levels and numbers of relay service personnel, (b) a hiring practices plan documenting outreach to the deaf and disabled community and copies of job descriptions for each planned position, (c) documentation of past hiring practices for relay service personnel, and (d) a description of proposed benefits, salary range, potential for advancement, etc. for OPRs and relay center personnel as well as documentation of these items in past practice as a relay service provider.

The Bidder shall describe in detail the plan to meet this specification.

3.5.2 Marketing / Outreach

Must Provide. The FCC and this RFP require that the DPRS provider develop an effective Marketing / Outreach plan to foster public awareness and provide information about the DPRS services in the community. The DPRS provider shall implement a Community and Business Marketing Program to educate all people about the relay service. The Bidder shall demonstrate how to initiate the proposed plan to maintain a continuing marketing and outreach program that includes an outline of the major points to be included in the program.

Marketing programs explaining how to use the relay service and providing general information shall include, but not be limited to:

- newspaper advertisements
- meetings with the user communities and potential user communities
- coordination with the Common Carrier distributing Specialized Customer Premises Equipment
- distribution of informational pamphlets
- utilization of computerized online bulletin boards
- the Internet
- bill inserts
- wallet cards
- billboards
- television
- radio, etc.

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These advertisements shall include, but not be limited to:

- description of relay service and purpose
- description of how to use the relay center
- description of the various services offered
- telephone numbers for the relay service – Text (Baudot/ASCII), Voice, etc.
- telephone numbers to call for further information, and
- the process for filing complaints or commendations

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The contract shall be branded by identifying the DPRS as the Massachusetts Relay Service.

The provider shall work with the Advisory Committee to see that all telephone directories carry appropriate information about the Massachusetts DPRS. The provider shall work with the Advisory Committee in the development of all marketing and outreach material to ensure that it is consistent with program goals.

The Bidder shall develop an educational program for DPRS users. This shall be accessible statewide, in a format easily understood by the user and updated as changes to the DPRS occurs. Please describe the program you will use for this purpose. Identify all staff positions associated with this activity.

The Bidder shall bid three options for this item. The first incorporates investing \$100,000 annually in the marketing plan, and the second option incorporates investing \$500,000 annually in the marketing plan. The third incorporates the Bidder's decided annual commitment to marketing.

The provider shall establish an independent advisory group, consisting of some representatives from the following groups, or other groups, to develop and monitor the implementation of the Marketing Plan:

ALDA Association of Late Deafened Adults

- BCIL Boston Center for Independent Living
- BSDSC Bay State Deaf Senior Citizen
- CHS Cooperative for Human Services, Inc.
- CORD Cape Organization for Rights of the Disabled
- DBCT DeafBlind Contact Center
- DEAF, Inc. D.E.A.F., Inc.
- ESSC Easter Seal Stroke Clubs
- MATP Massachusetts Assistive Technology Partnership
- MCB Massachusetts Commission for the Blind
- MCDHH Massachusetts Commission for the Deaf and Hard of Hearing
- MOD Massachusetts Office on Disability
- MRC Massachusetts Rehabilitation Commission
- MSAD Massachusetts State Association of the Deaf
- NEHD New England Home for the Deaf
- NILP Northeast Independent Living Program
- SHHH Self Help for the Hard of Hearing
- Stavros Stavros Center for Independent Living
- UCPA United Cerebral Palsy of Massachusetts
- WMAD/HI Western Massachusetts Association of the Deaf / Hearing Impaired

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Each bid shall demonstrate how the Bidder proposes to maintain a continuing Marketing Program and shall include an outline of the major points to be included in the program.

The Bidder shall describe in detail the plan to meet this specification.

3.5.2.1 Customer Service

Must Provide. The Bidder shall fully describe its Customer Service element including an 800 number for in-state access to customer service at the DPRS center. This description shall include at a minimum: staffing (include position descriptions) associated with this activity, specific activities designed to promote relay use, number of "person hours" per month and strategies for reaching hard-to-reach individuals such as people with a speech disability, hard-of-hearing people and elderly people.

The Bidder shall describe its reporting procedure and format for the activities of a customer service line and/or department. A sample report must be included in its response.

3.5.3 Billing for Long Distance Services (Carrier of Choice)

Must Provide. The Bidder shall describe the billing procedures that will be employed for intraLATA, intrastate/interLATA calls, interstate/InterLATA calls, and international calls where appropriate, including rates to be charged to the user. The Bidder shall also supply billing or make the appropriate arrangements for interLATA long distance services to user's choice of interexchange carriers and at that carrier's rates

and using that carrier's calling card or other major credit card. Bidder must comply with residential billing and termination practices as specified under D.P.U.18448 (195.0) which is attached in Appendix 6. The Bidder shall include a complete description of how the service will be provided, and specify any billing limitations that may apply.

The Bidder shall provide the materials/documentation indicated in the description above.

3.5.4 Billing Arrangements

Must Provide. The Bidder must provide for charges for collect calls, person-to-person calls, calls to or from hotel rooms or hospital rooms, and calls charged to a third party. The Bidder must also provide for billing to any Massachusetts local exchange carrier or interexchange carrier calling card. The Bidder must include a complete description of how users will be billed for all calls. This description must include the Bidder's procedures for obtaining billing information from the local exchange companies, whether the billing will be performed in-house or contracted, specific credit cards to which calls can be billed, and a sample bill format.

The Bidder shall describe in detail the plan to meet this specification.

3.5.5 Call Billing Record

Value-Added. Bidders must specify a system for identifying and documenting long distance and toll calls for billing purposes. The system's record shall contain, at a minimum, the following information:

- a. telephone number or credit card number to be billed (NPA-prefix-line number)
- b. originating telephone number (NPA-prefix-line number)
- c. terminating telephone number (NPA-prefix-line number)
- d. date
- e. start time (the time the calling party is initially connected to the called party or to an answering machine at the called party's number or to a recorded message or intercept for the called number)
- f. end time (the time when either the called party or the calling party hangs up or the DPRS user asks the OPR to hang up, in the event that another call is to be placed)
- g. call time to the full second (the time in between start time and end time)
- h. indication by the DPRS provider that the call was processed through the Massachusetts relay for reporting/rating purposes
- i. all customer local calling plans will be recognized for billing

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The system must be automated as completely as possible, except in case of emergency calls, system failures, or other circumstances in which handwritten tickets are commonly utilized by voice telecommunication operators in automated offices under

standard practices. Bidders must also fully describe the billing system and billing process that will be used, including identification of any subcontractors, specific duties of the subcontractors, how the billing record detail will be transmitted to the billing agent (if any), and how charges will appear on the end user's bill.

The Bidder will provide the materials/documentation indicated in the description above.

3.5.6 Complaint Resolution

Must Provide. The DPRS must have a well-publicized complaint procedure instantly available to any DPRS user. This procedure should be printed in the local exchange carrier directories as well as presented in the Marketing Program by the DPRS. This material shall be available in alternate formats including, but not limited to: Braille, large print, electronic text on an Internet site and on computer diskette in both IBM and Mac formats, and audio tapes. Provider shall establish procedures regarding complaints, inquiries, and comments regarding DPRS services and personnel. The Bidder shall provide an outline of the major points to be included in the complaint, commendation, comment and inquiry procedures. The provider shall ensure that any caller to the Relay Center who has a complaint, comment or commendation will be able to reach an on-site supervisor or administrator while still on line during a relay call.

The DPRS shall provide an on-site supervisor-attended toll free hotline for the handling of complaints. Any caller to the Relay Center must be able to reach a supervisor or administrator with a complaint at all times. The level of access to such services shall be functionally equivalent to that of standard telephone service consumers.

All complaints received by supervisors verbally or through the text of a call or in writing shall be documented, including their resolution, or status if unresolved, and kept on file and available upon request to the Administrator, the DTE, and the Advisory Committee.

The Bidder shall describe in detail the plan to meet this specification.

3.5.7 Consumer Input

Value-Added. DPRS users — both text telephone device users and voice users — shall have input on the quality of the delivery of service. Bidders shall develop a plan to include the users of the system in any evaluation of the DPRS. An outline of this plan shall be included with the Bidder's proposal. The plan should explain methods for consumer input and how the recommendations from these evaluations will be incorporated into the policies of the Relay Center. The evaluations shall not come from those directly or indirectly involved in operating the Relay Center or its corporate associates.

This does not preclude the provider from conducting additional internal evaluations that use relay staff. The results of any evaluation shall be reported to the

Advisory Committee quarterly.

The Bidder shall describe in detail the plan to meet this specification.

3.5.8 Relay Operator Training

Must Provide. Each Bidder shall demonstrate how ongoing OPR training will be provided by including with its proposal a detailed outline of a proposed OPR training plan. The Bidder shall describe in detail a training program to be offered within the first 90 days of employment to establish proficiency, and at a minimum provide an 80-hour-per-OPR-per-year training program thereafter to maintain and improve skills. The Bidder shall indicate how much training time shall be dedicated before the trainee may handle live calls. Additional training — at no additional cost to the Commonwealth — may be required should the DPRS provider fail to meet standards of quality of service established in this RFP. Forty hours of this training would be dedicated to improving and enhancing basic OPR skills, such as spelling, typing, use of equipment, response time, and exercising judgment in unusual circumstances.

The provisions for OPR training shall include, but not be limited to, ASL "gloss" and grammar, spelling, typing (i.e., use of macros), dictation, stenography, deaf culture, needs of speech-disabled users, emergency call procedures, and operation of relay telecommunications equipment. Training shall include both simulated and live on-line call handling.

The Bidder shall describe in detail the plan to meet this specification.

3.5.8.1 Certification

Value-Added. The Bidder shall demonstrate an on-going process for certification of completion of its continuing education effort. Appropriate portions of in-service training for OPRs and supervisory personnel shall be provided by experts from the deaf, hard-of-hearing, speech-impaired, and deafblind communities in the field of language interpreting; ASL and deaf culture; and speech disabilities. Alternatively, the DPRS provider must demonstrate that such expertise exists on staff. The Bidder shall include in its training plan options for providing ongoing OPR training in the form of seminars, briefing sessions, etc., to inform and update OPRs on issues and topics pertinent to the DPRS users' communities, including state and national legislation and policy issues. The Bidder shall also indicate any incentives provided to those OPRs and/or personnel who achieve proficiency or excel at performance testing as well as live-call performance.

The Bidder shall provide the materials/documentation indicated in the description above.

3.5.8.2 Disability Awareness

Value-Added. All Relay Center staff, including management, shall receive training about ASL, deaf culture, acquired deafness, disabilities affecting speech, ethics, and confidentiality. Each Bidder's proposal must include an outline of a staff training plan indicating training topics and time-frames as well as identifying individuals or organizations representing the people who are deaf, hard of hearing, who have disabilities affecting speech or clarity of speech, and people who are deafblind and their respective communities that will be used to assist with the training.

The Bidder shall describe in detail the plan for meeting this specification.

3.5.9 Supervisor Training

Must provide. In addition to receiving training in all areas as outlined for OPRs, supervisors must complete a minimum of 25 hours annually in management training, including: general management, conflict resolution, employee motivation, etc.

The Bidder shall describe its plan for providing this training and how the Bidder will test to determine what supervisors meet or exceed operator qualifications.

3.5.10 Relay Operator Counseling

Value-Added. The Bidder shall outline a counseling and support program that will help OPRs deal with the emotional aspects of relaying calls. Because OPRs are not allowed to talk about their calls with other OPRs, friends, or family, other relay systems have found that operators need to have access to someone they can talk to and trust. They need to be able to talk about their emotions and learn ways to cope with their feelings. Those providing this staff support must have training in dealing with these situations. However, the OPRs must not give the names of the calls involved to the support person. The counseling support system must follow the confidentiality provisions listed above.

The Bidder shall provide the materials/documentation indicated in the description above.

3.5.10.1 Additional Counseling Services

Value-Added. Besides the above minimum requirements for OPR counseling, the Bidder shall indicate any additional counseling services needed or provided. These may include: 24-hours-per-day access to counseling for OPRs; counseling staff with professional degree(s) pertinent to the needs of relay OPRs; designation of a minimum of one (1) full-time staff person to organize and lead group discussions of common OPR experiences and emotions; and/or other counseling recommendations that the Bidder may wish to make.

The Bidder shall describe in detail the plan to meet this specification.

3.5.11 Staffing for Call Volume/Usage Patterns

Value-Added. The Bidder shall describe in detail the plan to develop staffing patterns as related to call volumes and usage patterns including increases and decreases in call volume. The Bidder shall describe in detail the plan to accommodate the "peaks and valleys" in service demand including methodology for predicting these surges and lags in call volume. The Bidder shall describe the plan to increase staffing to remain in compliance with all of the standards of the RFP and contract. The Bidder shall be expected to deal with projected and/or reasonable increases or decreases in call volume and shall describe in detail the time lag needed to meet any unexpected increases in call volume.

The Bidder shall describe in detail the plan to meet this specification.

3.5.12 Policy and Procedures Manual

Value-Added. With this proposal, the Bidder shall provide a comprehensive outline of a proposed OPR Policy and Procedures Manual which shall include, but not be limited to, confidentiality, handling of emergency and crisis calls, consequences of non-compliance to policies, and functions and roles of a relay OPR.

The Bidder shall provide the materials/documentation indicated in the description above.

3.5.13 Traffic Reports

The DPRS provider shall provide to the Administrator the following written reports on a monthly basis. (More frequent or more detailed reports shall also be made available upon request.) These reports shall also be made available to the DTE and the Advisory Committee⁴ upon request.

3.5.13.1 Total Daily and Monthly

Mandatory. The DPRS provider must report total daily and monthly (by calendar month):

- 1 number of incoming calls
- 2 number of outgoing calls (including busy, no answer, disconnected)
- 3 number of completed calls
- 4 number of incoming or outgoing calls that were abandoned by the provider, and
- 5 number of incoming or outgoing calls that were abandoned by the caller

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The Bidder shall describe in detail the plan to meet this specification.

3.5.13.2 Average Blockage Rate

⁴ If the Advisory Committee, as defined in the Glossary of Key Terms, for any reason, is not designated or cannot convene, the Administrator shall have access to these reports until such time as the Advisory Committee is designated and/or activated.

Mandatory. The DPRS provider shall report the average daily and monthly (by calendar month) the network blockage rate sampled at thirty (30) minute intervals for each 24-hour period. The provider shall not block calls at the Automated Call Distributor.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.3 Average Answer Time (Reports)

Mandatory. The DPRS provider shall report average daily and monthly (by calendar month) answer time and range of daily and monthly answer times. See Section 3.3.1 for details on the measurement of answer time.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.4 Average Calls in Queue

Must Provide. The DPRS provider shall report average daily and monthly (by calendar month) number of calls in queue (caller is receiving a ringing or is waiting for an available operator). The average length of time in queue both prior to connection (ringing) and after connection (waiting), and the range of times for calls in queue both prior to (ringing) and after connection (waiting) shall be clearly identified.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.5 Average Call Length

Must Provide. The DPRS provider shall report average daily and monthly (by calendar month) length of call, broken down into call set-up, call duration, and call wrap-up.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.6 Number of Calls at Various Lengths

Must Provide. The DPRS provider shall report total daily and monthly (by calendar month) number of calls of the following lengths:

- 0 to 10 minutes
- 10+ to 20 minutes
- 20+ to 30 minutes
- 30+ to 40 minutes
- 40+ to 50 minutes
- 50+ to 60 minutes
- 60+ minutes

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.7 Longest Duration

Must Provide. The DPRS provider shall report the daily and monthly (by calendar month) percentage of calls that were answered within ten (10) seconds and the percentage answered within thirty (30) seconds. In addition the Bidder will indicate the shortest and longest duration for an answer on a daily and monthly basis.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.8 Usage Patterns

Must Provide. The DPRS provider shall report usage patterns (number of calls, number of busy, number disconnected, number abandoned and length of calls) by hour of day and day of week for each calendar month.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.9 OPRs on Duty

Must Provide. The DPRS provider shall report the number of OPRs on duty by hour of day and day of week for each calendar month.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.10 Status of OPR Training

Must Provide. The DPRS provider shall report each calendar month on the status of OPR training including:

- OPR typing proficiency (wpm) (See Section 3.4.8.2)
- OPR accuracy proficiency (percentage)
- Annual number of ongoing training hours completed for OPRs
- Percentage of OPRs who are trainees (employed less than 90 days or designated as trainees)
- OPR personnel turnover rate (hires, terminations, resignations, transfers, etc).

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The Bidder shall describe in detail the plan to meet this specification.

3.5.13.11 Number of Call Types

Must Provide. The DPRS provider shall report the number of local, intraLATA toll, intrastate interLATA, and interstate (where appropriate) calls, as well as calls from text based telephone device users who have disabilities related to speech and signal “s” at the beginning of their call, and Cost per Call Minutes (“CCMs”) for the month. Included shall be calls to 800, 887, 888 and any 900 (976, 940, etc.) numbers if processed.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.12 Reports within 21 Days

Mandatory. The DPRS provider shall report all of the above to the Administrator no later than 21 calendar days after the close of each month.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.13 Automatic Electronic Production

Value-Added. For the purposes of improving the productivity of the relay service, automatic electronic production of the above information is required. This may be provided via the use of electronic media (tapes, disks, CD-ROMs, etc.) or E-mail utilizing standardized software programs or posting the data on a protected Internet web-site restricted for use of the provider and DPRS officials exclusively.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.14 Reporting Format

Value-Added. The Bidder will submit the reporting format that will be used to provide all of the above information.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.15 Capacity for Ad Hoc Reports

Value-Added. The Bidder must include information on its capability to provide ad hoc reports including new information in the Bidder's system database, new regulations affecting DPRS or new formats for existing information.

The Bidder will provide the materials/documentation indicated in the description above.

3.5.13.16 Annual Forecast Usage Figures

Must Provide. On an annual basis, the vendor must provide forecasted usage figures and costs to the Administrator for the upcoming year for use in the annual program budget.

The Bidder shall describe in detail the plan to meet this specification.

3.5.13.17 Additional Data Required

Mandatory. Any data not specified above required by regulatory bodies.

The Bidder shall describe in detail the plan to meet this specification.

3.5.14 Other Reporting Requirements

3.5.14.1 DPRS Quarterly Reports

Must Provide. The provider shall prepare quarterly reports for the Administrator and the Advisory Committee with the results of the user evaluations. This report, at a minimum, shall cover the topics specified in Section 3.5.13 above.

The Bidder shall describe in detail the plan to meet this specification.

3.5.14.2 Monthly Summary Complaint Reports

Mandatory. The DPRS provider shall prepare monthly summary reports for the Administrator and the Advisory Committee regarding numbers of complaints received and topic areas of the complaints as well as the current status of any and all unresolved complaints to date.

The Bidder shall describe in detail the plan to meet this specification.

3.5.14.3 Annual Customer Satisfaction

Must Provide. The provider shall report annual customer satisfaction information on the service being provided. The Bidder is asked to provide a detailed plan outlining the process (design and methodology) of conducting the evaluation and disseminating the results.

The Bidder shall describe in detail the plan to meet this specification.

3.5.15 Availability of Reports

Mandatory. The Bidder must make available reports created pursuant to Sections 3.5.6, 3.5.13 and 3.5.14 to the Department of Telecommunications and Energy and the Advisory Committee upon their request.

The Bidder shall describe in detail the plan to meet this specification.

3.5.16 Plan for Service Start-up

Value-Added. The Bidder shall provide a plan for implementing the service that has been proposed. The plan should include details on how the transition from the existing service to the new service will be accomplished. The Bidder shall include in the plan a timeline with critical dates for major steps in the implementation process from contract award to start date and for the first year after service has started. (A more specific timeline, as described in Number 6 of Terms and Conditions, will be required of the Bidder.)

The Bidder will provide the materials/documentation indicated in the description above.

3.5.17 Operational History

Value-Added. Each Bidder must supply evidence of compliance with operating requirements in state(s) in which they are currently providing similar service; including, but not limited to:

- traffic reports information similar to that required in section 3.5.13 of this RFP
- training standards for OPRs
- technological innovations
- monitoring activities and reporting requirements to regulatory agencies during the past three years
- community outreach / marketing activities
- non-compliance including, but not limited to: decisions rendered by state or federal utility commissions holding the vendor/carrier in noncompliance; penalties; or sanctions incurred

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Each Bidder must provide references pertaining to its past performance of similar services from:

- State Relay Administrator(s);
- Organizations that represent the deaf, deafblind, speech-impaired, and hard of hearing communities; and
- If applicable, any citizen advisory board(s) for operation of the Relay Center.

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4.0 EVALUATION CRITERIA

4.1 Introduction

The Consultant will conduct a comprehensive and impartial evaluation of all

proposals received in response to this RFP. The evaluation will be fair to all Bidders and conducted in accordance with the rules, logic, and ethics presented in this section of the RFP, which describes the evaluation process. In comparing Bidders' proposals and making a selection, the Consultant may consider all factors bearing upon each Bidder's qualifications. A Bidder's financial responsibility, skills, experience, and record of integrity may all be taken into account. Bidder's financial resources and business and technical organization to perform the work of the quality specified in the time required will also be taken into account.

4.2 Compliance with Administrative Requirements

By 5:00 p.m. on October 15, 1998, the Consultant will fax to each bidder a list of the Bidders of Record. The announcement will disclose only the names of those Bidders who have submitted proposals. All proposals will first be reviewed by the Consultant to ensure that:

1. Bidders have complied with the proposal due date and time.
2. The required elements have been submitted and are clearly identified.
3. An official signed certification transmittal form has been included with the master copy. This form can be found following 5.2.1, and is identified as Attachment 1.
4. The price quotation carries an official signature.

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4.3 Errors in the Bid

An error in the bid proposal may result in the rejection of that bid; however, the Consultant may — at its sole option — retain the bid and make certain corrections. If the Bidder's intent can be clearly established based on a review of the complete bid proposal submitted, the Consultant may exercise its option to waive a minor irregularity, or to correct an error, based on the established intent. The Consultant may also require the Bidder to correct obvious clerical errors. If necessary, the extensions and summary will be recomputed by the Bidder accordingly.

4.4 Relationship Between Price and Quality

The Consultant recognizes that a relationship exists between the overall quality of each proposal category and price. Accordingly, the score of each proposal will be computed excluding price, so that the incremental value of higher prices will be apparent. Evaluation of proposals will be completed by comparing the proposal's score

with its price, and the optimum combination chosen. Subject to the following considerations:

- Prices deemed to be unreasonably high or unreasonably low will not be considered.
- The lowest price per point will not necessarily be chosen.
- The Administrator reserves the right to cancel this RFP and reissue it with different requirements if no satisfactory bid is received.

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4.5 Verification of Intact Bid

Section 2.0 of this RFP specifies several requirements of an intact bid. The Consultant will conduct an initial review of each proposal to ensure the compliance with all elements. To ensure that the bid is credited with intactness, bidders should ensure that all material is organized in the requested form, and questions are answered explicitly and in direct response to the RFP, and not by use of references such as: "See [page reference] in [preprinted material]."

A checklist in Appendix 4 will be used by the Consultant to verify the intactness of the bid.

4.6 Evaluation of Operational Specifications

The Consultant will score all intact bids according to the criteria established for evaluation, on the basis of responses to the questions in Section 3.0 of this RFP. All specific instructions given in the Instructions to Bidders (Section 5.0) must be followed.

4.6.1 Mandatory requirements

Any Bidder who fails to meet any mandatory components may be automatically disqualified. (See Appendix 4.)

4.6.2 Other Criteria

The remainder of Section 3.0 comprises various specifications and questions used to form judgements about the bid. Each specification or criterion has been judged to be 'mandatory', 'must provide' or 'value-added' in the delivery of an effective DPRS in Massachusetts. The relative weight of two of these categories of criteria will be on a sliding scale and are determined by the Consultant. Evaluators will each assign scores

for each specification, based on the evaluator's judgment of the bidder's degree of compliance with the specification. Partial points may be awarded where evaluators judge a bidder's proposal to partially but not fully meet the ideals of the criterion. To receive maximum credit for their bid, each bidder must respond explicitly to each specification or question in Section 3.0 in the sequence outlined. Any specification or criterion to which a bid does not respond will receive no points for that item. Also, no points will be awarded for any specification that has not been met or addressed in the bid. The final score for each bidder on each specification will be determined by averaging the individual scores of all evaluators for each specification, except that where the highest and lowest individual evaluators differ by more than 50% in their ratings, a meeting of evaluators will be held to discuss the ratings and determine the consensus rating.

Upon determining the averaged and/or consensus rating of each criterion, the total points for each bid will be determined. The maximum points for any bid is 195.0.

4.7 Evaluation of Price Proposals

4.7.1 Pricing and Reimbursement Basis

Prices in response to this RFP and ultimate reimbursement to the Contractor will be based on a price per Completed Call Minute ("CCM").

A completed call minute CCM via the Relay Center is measured on a per second basis and shall include only the time the calling party is:

- Connected to the called party (extended by the Relay Center);
- Connected to an answering machine at the called party's number; or
- Connected to a recorded message or intercept for the called number.

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A Completed Call Minute CCM via the Relay Center does not include:

- Time in queue (call is ringing, waiting for a live answer);
- Call set-up;
- Call wrap-up;
- Between calls (user finishes a call and provides information for the next);
- Calls that have reached numbers that are busy or received no answer.

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Any vendor that is found to violate Section 2.5.1 of this RFP will be subject to the penalties and sanctions of said section. Each Bidder shall complete the following Price Quotation sheets which include charges for each of the four contract years. Each year will list a price per completed call minute CCM based on two specified call volumes. The actual total call minutes for the month will be multiplied by the appropriate rates per completed call minute CCM to determine the total amount to be paid to the vendor for that month.

4.7.2 Unit Cost per Point Calculation

Bid prices will be reviewed only for those bidders who have submitted intact bids and have not been disqualified under Section 4.6.1 or 4.6.2. A total bid price will be calculated for each eligible bidder using the following proxy calculation based on hypothetical volumes. The bid price per CCM on the attached Price Quotation Sheets will be calculated using the rates quoted for A and B. For the purposes of evaluation, we will use a hypothetical call volume consisting of 120 percent of Rate A volume. For example, in year 1, this would equal 65,000 calls at Rate A and 13,000 calls at Rate B for a total monthly call volume of 78,000 calls.

The bid price will be divided by the points awarded to the bid to determine a unit cost per point. This index will enable the Consultant to compare the eligible bidders by the efficiency of their organization, and ability to deliver the best level of service for the lowest possible cost.

4.8 Price Quotation

All Bidders are expected to fill out the enclosed Price Quotation sheets completely. All prices contained in the sheets shall be binding on the Bidders and are not negotiable. Any pricing proposal that is incomplete or contains significant inconsistencies or inaccuracies may be rejected. No deviations, qualifications, or counteroffers will be accepted. The Consultant reserves the right to reject all bids. Call volume history of the current DPRS operation is provided in Appendix 6.

All of the Technical, Operational, and Administration/Control Specifications are considered to be important to the operation of the DPRS in Massachusetts; therefore, all of the specifications must be addressed.

Evaluators will each assign point scores for each specification, based on the evaluator's judgment of the bidder's degree of compliance with the specification. Individual point score maximums are as indicated in the Evaluation sheets following this section. No points will be awarded for any specification that has not been met or addressed in the bid. The maximum number of points to be awarded in each section by each individual evaluator is 197.5.

5.0 INSTRUCTIONS TO BIDDERS

General - Enclosed with the hard copy of this RFP is a disk that contains the electronic version of the RFP in Word for Windows 6.0/95 (IBM) and Word 4.0 for Macintosh.

5.1 Proposal Organization

In response to this RFP, each Bidder is required to submit a proposal organized into the following separate sections:

Transmittal Certifications	Form provided - Attachment 1
Cross-reference Compliance Matrix	Form provided - Appendix 4
Executive Summary	On company letterhead
Administrative/Operational/Technical Specifications	Organized in accordance with 3.0
Price Proposal(s)	Form provided
Bid Bond/Security Attachments	

The following subsections detail the information required in each section noted above.

5.1.1 Transmittal Certifications (Original)

The purpose of the Transmittal Certifications is to formally transmit the proposal while clearly giving the necessary certifications and acknowledgments. The form provided must be used, and must be initialed and signed by an individual authorized to commit the company to the work proposed. The Bidder shall make a positive statement of its willingness to comply with all requirements of the RFP unless otherwise noted. Such positive statements notwithstanding, if in the body of the proposal the Bidder indicates either lack of response or technical non-compliance with the RFP without taking exception, the bid may be rejected by the Consultant.

5.1.2 Cross-reference Compliance Matrix

The purpose of the cross-reference compliance matrix is to provide a condensed list of all RFP specifications which will enable the Bidder to cross-reference each item with the appropriate page number and paragraph and to indicate the level of compliance. Each Bidder is requested to make an entry in the appropriate column in the Bidder's Response for each and every paragraph reference, which can be found in Appendix 4.

5.1.2.1 Definitions of Bidder Response Columns

Comply/Understand: The Bidder has read, understands, and will fully perform according to the required specifications.

Non-comply: The Bidder is unable to perform to the required specifications.

Exception: The Bidder does not comply as specified, but proposes an alternative to the required specifications.

Proposal Page No.: The page number in the Bidder's proposal containing the response which corresponds to the RFP paragraph number.

5.1.3 Executive Summary

In the Executive Summary, the Bidder shall condense and highlight all aspects of its proposal (with the exception of pricing) to provide a broad understanding of both administrative and technical factors. The Executive Summary shall include, but not be limited to, the following elements: an organization plan describing any joint venture or subcontractors (all of whom must be listed), internal management procedures for accomplishing the activities, and timing of a staff training program. The Bidder shall also describe how contract and other changes will be handled within the Bidder's organization (i.e., delegation of authority, response time, procedures to ensure that decisions are rendered and implemented promptly, etc.). This section of the proposal contains critical information not appearing elsewhere. Statements in the Executive Summary may be relied upon as the sole source of some evaluation factors.

5.1.3.1 Detailed Information

a. Background

Background on the Bidder is requested; i.e., size, date established, technological resources, professional staff, overall depth of personnel resources, etc., are key points to include.

Mandatory:

b. Financial Resources

The Bidder, together with any subcontractors, must demonstrate that financial resources are adequate to perform all requirements of the contract, including start-up and expansion costs. It must be demonstrated that incurring liabilities for the Relay Center will not endanger the Bidder's financial stability. The documents listed in 2.0 Administrative Requirements under Financial History must be included as attachments.

Must Provide:

c. Site Requirements

The Bidder shall briefly describe the proposed site(s) for the service, including geographic location, number and size of buildings, and proposed number of operator stations. The Bidder shall also comment on plans to maintain security and privacy of the work environment at the proposed site(s).

d . Experience

A description of the Bidder's experience shall be provided, describing why the company is qualified for the contract. For each experience cited, the Bidder shall describe the work performed, including the scope and complexity of the project, the time period, the names and titles of key personnel, the project location, the names and addresses of the clients, and the subcontractors utilized. Experience connected with federal and state contracts, files, regulations, and laws are of particular interest.

Value-Added:

e. Disability Representation

The Bidder shall indicate experience with staff and customers who are disabled, and how it will affect the proposed service. A review of company performance with services to people with disabilities is requested. The Bidder shall explain its commitment to recruiting and hiring people with disabilities and the extent to which people with disabilities are represented in its organization.

f. Operations and Staffing

A section on operations should be provided to indicate how the Bidder intends to manage contract performance. This information should include, but not necessarily be limited to, organization and staffing. Each Bidder shall provide a complete and detailed description of the intended organizational structure and staffing to be used, including an organization chart, job descriptions with minimum qualifications, and resumes of relay management, if known.

5.1.4. Technical Proposal(s)

The Bidder's technical proposal shall present a full and complete description of how it will carry out the requirements set forth in the RFP. It is very important that each item be separately identified in the order of appearance and covered in sufficient detail for complete understanding and evaluation. Each Bidder response shall be keyed back to the numbered RFP paragraph and will be identified as in the following examples: 3.3.10; 3.4.9.16.

5.1.5 Price Proposal(s)

The provided "Price Quotation" form is self-explanatory. The bid prices are fixed for the term of the contract. Estimates will not be accepted. DPRS price information shall appear only in Section 4.8.1 Price Quotations of the Bids and nowhere else in the description of technical information. All bids must be firm for a period of one hundred and twenty (120) days following bid submission deadline. Call volume ranges and average length of call ranges have been designated for proposal evaluation only. The Consultant disclaims any responsibility for use of the ranges except for evaluation.

Each Bidder should arrive at its own independent conclusion as to the projected workload and resulting compensation. Reimbursement to the Contractor will be made on the basis of actual monthly intrastate CCMs multiplied by the appropriate rate.

5.1.6 Attachments

The following documents must be included with the proposal as attachments. The section of this RFP where each of these attachments is discussed is referenced below:

<u>Attachment</u>	<u>Reference in RFP</u>
1. Financial History Documents	2.12
2. Operational History Documents	3.5.17
3. Original Insurance Certificate	Appendix 1
4. Bidder Certifications	2.13

5.2 Proposal Format

All proposals must be typed on 8-1/2 x 11-inch paper and bound in three-ring binders. Pages should be numbered and each section should start on a new page. Large sheets or drawings should be bound in such a way that they can be unfolded for ease of review. Bidders are urged to use black typeface with a sans serif font and may use simplified presentation techniques. Sketches, drawings, or photographs may be used if such presentation techniques will enhance the bid and make it easier to review. However, use of such techniques should be limited. Each Bidder shall provide as much pertinent and substantive information as necessary. Additional information, promotional, and advertising brochures must be included as appendices or in a separate binder.

Bidders must clearly mark the original “Master Copy” and include nine additional hard copies and one ASCII diskette copy⁵. This packet must be marked as described in Section 2.1.

5.2.1 Table of Contents

Each Bidder shall include a Table of Contents, listing all major topics and sub-topics in the same order as listed in the RFP.

Attachment 1

⁵ If graphics must be used, they must be originals with clear lines and may be provided on hard copy.

ATTACHMENT 1

Transmittal Certifications

Each Bidder is required to provide a response to every item on this form. Failure to do so may result in rejection of the proposal as non-conforming. Each response requires the initials of the corporate principal (authorized to commit the company to the work proposed) signing this transmittal form and other proposed documents requiring signature.

A. Required Documents Submitted

Mark with a √

1 Executive Summary	2 Operational and
Technical Proposal(s)	3 Price
Proposal(s)	4 ATTACHMENTS
Documents	• Operational History
Certifications	• Financial History Documents
	• Bidder
	• Pre-Printed Materials (if any)
	Under Separate
	Cover (per Sec. 2.1)

I certify that all documents have been submitted

_____ Initials

ATTACHMENT 1 (continued)

B. Required Certifications

1. I certify that the undersigned company is willing to comply with all the terms, conditions, and specifications of the original Request for Proposals for a Dual-Party Relay System (DPRS) and the subsequent Addenda acknowledged below, without exception unless otherwise noted in the

Bell Atlantic — Request for Proposals: Massachusetts Dual Party Relay Service

compliance matrix and in the response to the corresponding numbered paragraph in the Bidder's response.

Initial: _____

C. Required Addendum Acknowledgement

Addenda (1) through (____) have been received and considered in this proposal.

Initial: _____

Signature

Name Title

Company

Address Date

FAX Number

Appendix 1

Terms and Conditions

Appendix 1

1. Purpose

The purpose of this Agreement is to state the terms and conditions under which [company name], a [state of incorporation] corporation (hereinafter called the "Contractor"), will provide, on behalf of the Common Carrier, a state-wide, dual-party relay service, hereinafter called DPRS, through which individuals who use text-transmitting telephone equipment such as Telecommunication Devices for the Deaf (TDD or "TTY") or computer modems are provided with access to a telecommunications network in Massachusetts that will be functionally equivalent to that provided to other telecommunications customers.

2. Term of Agreement

The term of this Agreement shall be from May 1, 1999, through June 30, 2003, unless terminated by the Administrator in accordance with Paragraph 21 herein.

3. Project Managers

The Project Manager for the Contractor shall be:

Name: _____

Company: _____

Address: _____

Telephone and Fax: _____

The Project Manager for the Administrator shall be:

Name: _____

Company: _____

Address: _____

Telephone and Fax: _____

The Administrator may change its Project Manager at any time upon written notice to the Contractor by the Administrator. The Administrator's Project Manager must be notified immediately of any change in the Contractor's Project Manager.

All correspondence and transmittals of formal notifications concerning this Agreement shall be addressed to the appropriate Project Manager. The Project Manager shall handle all communications in a timely and cooperative manner. All formal notices shall be deemed to be delivered five (5) days after mailing by registered or certified mail, return receipt requested. A change in address shall be noticed in the same manner.

4. Scope of Work

The Contractor shall establish and implement the DPRS in accordance with the Request for Proposals (RFP) (attached hereto as Exhibit A), and this response to the RFP, including any written responses to questions asked by the Consultant (attached hereto as Exhibit B and hereinafter referred to as "Contractor's Proposal"), each of which is made a part hereof.

The Administrator and the Contractor will coordinate and consult on an ongoing basis concerning such matters as, but not limited to, operator proficiencies and training, quality of service, and call-handling procedures.

5. Cost Control and Limitation

The Contractor shall establish a budget detail for the first year of the project and shall submit a copy to the Administrator for review and approval prior to finalizing this Agreement. Thereafter, an annual budget shall be submitted not later than ninety (90) days prior to the beginning of each twelve (12) month period during the term of the Agreement.

6. Scheduling and Completion of Work

The Contractor other than the current DPRS provider will be prepared to initiate the DPRS on a state-wide basis on May 1, 1999, with a two-month extension to transition if invoked by April 1, 1999, and build an in-state Relay Center. State-wide implementation of the DPRS shall be achieved when the Contractor's relay service is able to receive and process calls in the manner set forth in the RFP. The current DPRS provider, if selected as contractor, will provide newly contracted service of the DPRS on a state-wide basis on May 1, 1999.

Time is of the essence in the Agreement and, accordingly, all time limits shall be strictly construed and strictly enforced. The Contractor's failure to meet a deadline imposed hereunder shall be considered a material and significant breach of this Agreement and shall entitle the Commonwealth to the liquidated damages set forth in paragraph 23.

The Contractor has submitted to the Administrator a detailed work plan, including time lines consistent with the service start-up plan included in the Contractor's proposal and the RFP which details the establishment and implementation of the state-wide DPRS and the associated start date.

Approval of the Contractor's work plan by the Administrator shall in no way relieve or release the Contractor from any other obligations to properly perform and complete the establishment and implementation of the DPRS in accordance with this Agreement.

7. Compensation

The Contractor shall be paid for invoices submitted, based on actual monthly call volume, at the appropriate price per CCM set forth in the Contractor's proposal (Section 4.8 of the RFP). The Administrator will not compensate the Contractor for any costs incurred to start up or to terminate the operation of the DPRS outside of the bid per CCM price referred to above.

7.1 Payment for Intrastate Call

Payment to the successful Bidder under the contract will be based on the Bidder's submitted price quotation for the appropriate volume of intrastate CCMs. The Administrator will allow a one-time adjustment in price during the life of the contract to reflect incremental costs to be incurred as a result of FCC or DTE regulations promulgated under the Americans with Disabilities Act. The successful Bidder must substantiate the need for the increase in price with records of development of the original and incremental costs and prices, as appropriate.

8. Invoices and Payments

Original, signed invoices shall be submitted monthly in accordance with the RFP to the Project Manager of the Administrator. The Contractor shall be paid within thirty (30) days of invoice submission.

9. Records Maintenance

The Contractor shall maintain a complete file of all records, documents, communications, and other materials that pertain to the operation of the program/project or the delivery of services under this Agreement. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which contract payment(s) is (are) made. These records shall be maintained according to generally accepted accounting principles and shall be easily separable from other Contractor records.

10. Records Retention, and Availability

All records, documents, communications, and other materials shall be maintained by the Contractor in a central location for a period of three (3) years from the date of final payment under this Agreement, or for such additional period as may be necessary to resolve any matters that may be pending, or until an audit has been completed with the following qualifications:

If an audit by or on behalf of any duly authorized governmental agency of the Commonwealth of Massachusetts has begun but is not completed at the end of the three (3) year period or if audit findings have not been resolved after a three (3) year period, the materials shall be retained until the resolution of the audit findings.

11. Audits and Inspections

The Contractor authorizes the Administrator to perform audits and/or inspections of its records at the Administrator's expense at any reasonable time during the term of this Agreement and for a period of three (3) years following the date of final payment under this Agreement to assure compliance with the terms and/or to evaluate the Contractor's performance hereunder. Should any such audit or inspection establish non-compliance with this Agreement, either in the manner in which call minutes are accounted for or in the manner in which they are billed, which caused a monthly invoice to be overstated, the Contractor shall promptly reimburse the Administrator all costs of such audit or inspection.

12. Performance Monitoring

The Contractor shall permit the Administrator, the DTE, and any other duly authorized agent or governmental agency to monitor, at the Contractor's expense, all activities conducted by the Contractor pursuant to the terms of this Agreement. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of the evaluation of internal operating and management procedures, examination of program data, special analyses, on-site checking, or any other reasonable procedures. The Administrator may observe and utilize the Contractor's technique for assuring the accuracy of relayed communications and call processing, training, office, and testing procedures. The Administrator may not monitor the relay of an actual conversation without the approval of both parties to the conversation. The Administrator may arrange for calls to test the accuracy of relayed communications or other factors relating to full and equal access without the permission of the Contractor or the operator involved. Such calls will not be identified as test or monitoring calls. All monitoring shall be performed in a manner that will not unduly interfere with provision of

services by the Contractor hereunder. However, since DPRS is to be a 24-hour, 7-days-a-week service, the monitoring may occur at any time. Duly authorized agents of the Administrator shall have the right to make on-the-spot checks at any time without any warning. The Contractor shall make provisions to allow agents of the Administrator this capability.

The fact that such monitoring is undertaken shall in no way relieve or release the Contractor from its obligation to properly perform its duties in accordance with this Agreement nor from the Contractor's full responsibility for damages or loss caused by the Contractor, its subcontractors, employees or agents. The Contractor's obligations referenced under this paragraph shall be continual and shall not be affected by the Administrator's acceptance of invoices. The Administrator shall not be required to request any changes based on the monitoring undertaken pursuant to this paragraph (12).

13. Subcontracts

Except for subcontracts identified in the Contractor's proposal, the Contractor shall submit any proposed subcontracts to the Administrator for written approval before entering into the same. No work shall be subcontracted without the prior approval of the Project Manager for the Administrator. Upon the termination of any subcontract, the Administrator shall be notified immediately.

14. Relationship with Contractor and Subcontractors

The Contractor shall be responsible for all actions of subcontractors and all payments to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve the Contractor of the responsibility for competent and timely performance of all duties under this Agreement. The Administrator will not deal with subcontractors, except through the Contractor's Project Manager. All agreements with subcontractors shall provide that the sub-contractor's sole remedy for non-payment by the Contractor under subcontracts shall be against the Contractor, and shall not result in liens or claims of any sort against the Administrator.

All requests for changes of work within this Agreement shall be in writing between the Project Manager for the Administrator and the Project Manager for the Contractor.

15. Assignment

Except for the subcontractors identified in the Contractor's proposal, the Contractor may not transfer by assignment or subcontract its obligation to perform under this Agreement or any part thereof, unless the prior written approval of the Administrator as to each assignment or subcontract has been secured. The Contractor may not, without prior written consent of the Administrator, assign any right that it may have under this Agreement; consent may be given or withheld in the sole discretion of the Administrator, provided that in all cases such assignment shall be expressly made subject to all defenses, set-offs, or counterclaims that would be available to the Administrator against the Contractor in the absence of such assignment. The Administrator's consent to one or more assignments or subcontractors hereunder shall not constitute a waiver or diminution of the Administrator's absolute right to consent to each and every subsequent assignment or subcontract.

In the event of any assignment or subcontract hereunder to which the Administrator has consented, each such assignment or subcontract shall contain a provision that further assignments or subcontracts shall not be made to any third or subsequent tier subcontractor without the written consent of the Administrator.

16. Insurance Coverage

The Contractor shall provide insurance coverage for itself and all of its employees used in connection with performance of services under this Agreement, and insure that all subcontractors shall be similarly covered. Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the Administrator. Copies of certificates of insurance naming the Administrator as an additional insured shall be provided to the Administrator. Such insurance coverage shall hold the Administrator harmless from all claims of bodily injury, including death, and property damage, including loss of use, by Contractor, its employees, agents or subcontractors and their employees. This insurance will include Workman's Compensation as required by law, as well as comprehensive general liability and bodily injury insurance in amounts that in the judgment of the Administrator are commercially reasonable under the given circumstances.

16.1 Liability Insurance

Each Contractor must include adequate professional and FCC-compliant liability insurance to cover any losses related to charges connected to OPR conduct. The Bidder shall describe in detail how it will address this requirement.

17. Regulatory Authority

The Contractor assumes responsibility for compliance with all regulatory requirements of the FCC and the DTE, as well as all other applicable laws, ordinances, rules and regulations of federal, state, and municipal governments or agencies thereof, including without limitation the Americans with Disabilities Act, and shall be liable for any damages caused by a violation thereof.

18. Conflict of Interest

The Contractor warrants that neither it nor any of its subcontractors are engaged in any relationship that could result in a conflict of interest in the performance of this Agreement. The Contractor further agrees to refrain from entering into any such relationship, and to notify the Project Manager for the Administrator promptly of any potential conflict of interest for itself or its subcontractors. The Administrator may exercise the option to terminate this Agreement if a conflict is found. The Contractor shall not use any information obtained from relay calls for any other services. They may not provide information to users of the relay system that would present a conflict of interest, nor shall they make any information available for sale.

**Incorporation of Representations and Warranties;
Further Representations and Warranties**

a. The Contractor is a corporation duly organized, validly existing, and in good standing under the laws of this state of organization. The Contractor has all the necessary power and authority under applicable corporate law and the organizational documents to own or lease its properties and to carry on its business as it is presently conducted.

b. The Contractor has full corporate power and authority to execute, deliver and perform this Agreement. The execution and delivery of this Agreement and performance under this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Contractor. This Agreement has been duly executed and delivered and attested to by duly authorized officers of the Contractor and is a valid and binding agreement, enforceable against the Contractor in accordance with these terms.

**20. General Indemnification; Specific Indemnification Regarding
Patent and Copyright Information; Notices of
Proceedings**

The Contractor agrees to indemnify, defend, and hold harmless the

Administrator and its officers, agents and employees, from any and all claims and losses arising from or relating to any and all contractors, subcontractors, material, men, laborers, and any other persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of, or failure of, service under this Agreement, and from any and all claims and losses arising from or relating to any person, firm, or corporation that may be injured or damaged by the Contractor in performance of this Agreement.

The Contractor, at its expense, will defend any claim or suit that may be brought against the Administrator for infringement of United States patents or copyrights arising from the Contractor's use of any equipment, materials, or information acquired, prepared, or developed by the Contractor in connection with the performance of this Agreement, and, in any suit, will satisfy any final judgment for such infringement. The Administrator will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. The Administrator may participate in the defense of such action, but no costs or expenses shall be incurred for the account of either party by the other without the other party's written consent.

The Contractor shall promptly notify the Administrator in the event that the Contractor learns of any litigation in which he or the Administrator is a party defendant in a case that involves services or materials provided under or in furtherance of this Contract. The Contractor, within five (5) calendar days after being served with a summons, complaint, or other pleading, which has been filed in any federal or state court or any administrative agency, shall deliver copies of such document(s) to the Administrator. The term "litigation" includes an assignment for the benefit of creditors, and bankruptcy, reorganization, and/or foreclosure filings.

21. Termination for Cause

The Administrator may terminate this Agreement for cause upon written notice to the Contractor. After receiving written notice of said cause, the Contractor shall have forty-five (45) calendar days to cure said cause, except in the case of bankruptcy, fraud, criminal violation, or insolvency in which case no cure period shall be applicable. If it is impossible for the Contractor to cure said cause within forty-five (45) calendar days, it will be sufficient for the Contractor to show that it is taking all reasonable stops to cure said cause in an expeditious manner. If the Contractor fails to cure said cause to the reasonable satisfaction of the Administrator within such time, the Administrator shall so notify the Contractor by written notice.

For purposes of this Agreement, "cause" shall be defined as including, but not limited to, such actions as failure to establish the DPRS in accordance with the terms of this Agreement; gross mismanagement, fraud, gross negligence; being adjudicated a voluntary or an involuntary bankrupt, or

otherwise becoming insolvent; any substantial violation of any laws, ordinances, rules, or regulations, of any federal, state, or municipal governmental authorities; and any major breach of the Contractor's Agreement to comply with professional standards and practices relating to the DPRS.

In the event that this Agreement is terminated for cause, the Contractor shall forfeit all further compensation to be paid to the Contractor under the terms of this Agreement. The Contractor shall not be entitled to any termination costs. In addition to these remedies, the Administrator shall retain the right to seek any and all additional rights and remedies afforded by law.

22. Force Majeure

Neither the Administrator nor the Contractor shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of such obligations is prevented or delayed by any contingency beyond the reasonable control of the affected party which such party could not, by due diligence, have avoided. Such contingencies, including but not limited to, acts of God, acts of government authority, floods, explosions, and riots, shall not relieve the affected party of liability in the event of its failure to use diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, and to give notice and full particulars of the same in writing to other parties as soon as possible after the occurrence of the contingency that prevented or delayed performance of obligations.

If any such contingency occurs, the party delayed or unable to perform shall give prompt notice to the other party, and, if the contingency continues for a period of thirty (30) days, the party injured by the other's delay or inability to perform may elect to: (a) terminate this Agreement, or (b) suspend the performance of this Agreement for the duration of the contingency, up to a maximum of ninety (90) days from the date of first notice, but in no event beyond the term of this Agreement specified in Paragraph 2. Unless written notice is given no later than forty-five (45) days from that time when the injured party is notified, option (b) shall be deemed selected.

23. Liquidated Damages for Failure to Establish Conforming Service on Schedule

The Administrator and the Contractor acknowledge that in the event of a failure by the Contractor to establish full DPRS operations within six months after date of contractor selection, damage shall be sustained by the Administrator and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages that the Administrator will sustain in the event of such failure; and the Contractor

therefore agrees that it will pay the Administrator for such failures, at the sole discretion of the Administrator, the amount set forth below. The sole purpose of liquidated damages is to assure adherence to the performance requirements in the contract. The liquidated damages amounts set forth below will have been agreed upon by the Administrator and the Contractor after negotiation, as a reasonable estimate of damages. No punitive intention is inherent. Written notification of the failure to meet a performance requirement will be given by the Administrator to the Contractor. Liquidated damages for failure to commence full DPRS operations on the in-service start date are fifty thousand dollars (\$50,000) per day for each calendar day following the in-service start date. (See also Section 2.5.1)

23.1 Penalties/Sanctions for Non-Compliance

The Administrator and Contractor acknowledge that in the event of Contractor non-compliance with quality of service standards, sanctions will be applied, including but not limited to:

typing accuracy
typing speed
answer call times within 10 seconds
answer call times within 30 seconds
OPR identification
relay familiarity
answering machine protocol
any non-compliance with the contract/RFP (without the approval of the DTE).

24. Collection of Damages (Actual and Liquidated)

Amounts due to the Administrator as actual or liquidated damages may be deducted by the Administrator from any money payable to the Contractor pursuant to the Agreement or otherwise. The Administrator shall notify the Contractor in writing of any claim for actual or liquidated damages pursuant to this provision at least ten (10) calendar days prior to the date the Administrator deducts such sums from money payable to the Contractor.

Initials of Parties: _____

25. Severability

During any period in which any provision of this Agreement shall be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted, and the remainder of this Agreement shall continue in full

force and effect as if such provision had never existed.

26. Headings

The headings used in this Agreement are for the convenience of reference only and are not intended, to any extent for any purpose, to limit or define the text of any paragraph herein.

27. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts as applied to contracts formed and wholly performed in Massachusetts, and enforced in and by the Courts of the Commonwealth of Massachusetts

28. Waiver

Waiver, whether formal or constructive, by the Administrator of strict performance of any provision of this Agreement in any specific instance shall not be deemed a waiver of, nor shall it prejudice the Administrator's right to require strict performance of, the same provision or any other provision in the future. No course of dealing or failure of either party to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

29. Taxes, Fees, and Licenses

All sales, property, excise and other federal state and local taxes, licenses or fees, if any, resulting from this Agreement shall be paid by the Contractor.

30. Transition to New Vendor

At the conclusion of the term of this Agreement, or upon the termination prior to conclusion of the term as provided herein, the Contractor agrees to cooperate with any new vendor for the DPRS and to provide assistance to facilitate the transition of the service to the new vendor.

31. Modifications to Agreement

The Administrator may request, at its sole discretion and by written notice,

that certain changes be made to the general scope of work without invalidating this Agreement. No changes in the scope of work shall be made by the Contractor without prior written approval of the Project Manager of the Administrator. Upon receipt of any such written request from the Project Manager of the Administrator for a change to the general scope of work, the Contractor at the Contractor's expense shall within a reasonable time thereafter, submit to the Administrator a detailed written estimate of the required price schedule adjustment to this Agreement. The Administrator will approve the modification and the costs associated with such work prior to the time the Contractor begins such work.

32. Conflicting Documents

To the extent, if any, that this Agreement conflicts with the RFP and/or the Contractor's proposal, this Agreement shall take precedence and control. To the extent, if any, that the RFP and Contractor's proposal conflict, the RFP shall take precedence and control.

33. Compliance with Laws

The Contractor and all persons furnished by the Contractor and its subcontractors (if any) shall comply with the applicable EEO, Fair Labor Standards Act, and the Occupational Safety and Health Act and all other federal, state, and local laws, ordinances, regulations, and codes, including identification and procurement of required permits, certificates, approvals, and inspections, in performance under this Agreement. The Contractor agrees to indemnify the Administrator for any loss or damage that may be sustained by reason of any failure to do so.

34. Licenses

No licenses, expressed or implied, under any patents are granted by the Administrator to the Contractor under this Agreement.

35. Releases Void

Neither party shall require waivers or releases of any personal rights from representatives or customers of the other in connection with visits to their premises, and both parties agree that no such releases or waivers shall be pleaded by them or third persons in any action or proceeding.

36. Survival of Obligations

The Contractor's obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration only and not limitation, those in the clauses showing compliance with laws, records retention and availability, audits and inspections, regulatory authority, and general indemnification, shall survive termination, cancellation, or expiration of this Agreement.

37. Proprietary Information

Except as otherwise provided in accordance with a Non-disclosure Agreement duly executed by both parties:

- a. Contractor's Information: No specifications, drawings, sketches, models, samples, tools, computer or other apparatus program, technical or business information or data, written, oral or otherwise, furnished by the Contractor to the Administrator or the Administrator's customers under this Agreement or in contemplation of this Agreement shall be considered by the Contractor to be confidential and proprietary.
- b. Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral, or otherwise (all hereinafter designated "information") furnished to the Contractor under this Agreement, or in contemplation of this Agreement, shall remain the property of the Administrator. All copies of such information in written, graphic or other tangible form shall be returned to the Administrator at the Administrator's request. Unless such information was previously known to the Contractor free of any obligation to keep it confidential, or has been or is subsequently made public by the Administrator or a third party it shall be kept confidential by the Contractor, shall be used only if performing under this Agreement, and may not be used for other purposes, except upon such terms as may be agreed upon between the Contractor and the Administrator in writing.

38. Modification to Conform to Law

This Agreement shall be subject to all applicable state and federal laws and regulations, court orders, rules and regulations, including, without limitation, the Americans with Disabilities Act. The business of both parties shall be conducted in a manner consistent with the Modification of Final Judgment, as amended, entered in United States vs Western Electric Co., Inc., C.A. No. 82-0193 (the "MFJ"), to the extent that the MFJ applies. In the event this Agreement, or any of the provisions hereof or the operations contemplated hereunder, are found to be inconsistent with or contrary to the MFJ or to any laws, rules or regulations, the MFJ or such laws, rules or regulations, as appropriate, shall be deemed to control and, if commercially practicable, this Agreement shall be regarded as modified accordingly and shall continue in full force and effect as so modified. If such modified Agreement is not commercially practicable, in the opinion of either party, the parties agree to meet promptly and discuss any necessary amendments or modifications to this Agreement. If the parties are unable to agree on necessary amendments or modifications in order to comply with MFJ or any applicable laws, rules, or regulations, then this Agreement may be terminated immediately by either party.

39. Entire Agreement -- Counterparts

This Agreement, incorporating all exhibits, constitutes the entire Agreement between the parties hereto. No other Agreement, statement, or promise relating to the subject matter of this Agreement which is contained herein shall be valid or binding. No changes, alternatives, or modifications hereto shall be effective unless in writing and signed by a representative of each party authorized to bind said party. This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which shall constitute one and the same instrument.

40. Conflict of Interest/Non-discrimination Compliance

The Contractor agrees to comply with the provisions of the Administrator's Conflict of Interest statement and Non-discrimination Compliance Agreement which are annexed hereto.

For the Administrator

For the Contractor

Appendix 2

GIFTS AND GRATUITIES AND CONFLICTS OF INTEREST

Contractor certifies that, to the best of its knowledge and belief, no economic, beneficial, employment or managerial relationship exists between Contractor and any employees of the Bell Atlantic of Massachusetts (“BA-MA”) or its parent, affiliate or subsidiary companies, or between Contractor and any relative of an employee of BA-MA or any such companies, which would tend in any way to influence such employee in the performance of his or her duties on behalf of BA-MA or its parent, affiliate or subsidiary company in connection with the awarding, mailing, amending or making determinations concerning this Request for Proposal.

Contractor certifies that, to the best of its knowledge and belief, no economic, beneficial, employment or managerial relationship exists between Contractor and any employees of Children’s Hospital, or its affiliates or subsidiary companies, or between Contractor and any relative of an employee of Children’s Hospital, or any such companies, which would tend in any way to influence such employee in the performance of his or her duties on behalf of Children’s Hospital, its affiliates or subsidiary company in connection with the awarding, making, amending or making determinations concerning this Request for Proposal.

The exchange or offer of any money, gift item, personal service, entertainment or unusual hospitality by contractor to BA-MA or Children’s Hospital, is expressly prohibited. This prohibition is equally applicable to officers, employees, agents or immediate family members. Any violation of this provision constitutes a material breach and will result in disqualification of the Contractor.

Appendix 3

NON-DISCRIMINATION COMPLIANCE UNDERTAKING

To the extent that this request for proposal is subject to them, Contractor shall comply with the applicable provisions of the following: Exec. Order No.11246, Exec. Order No. 11625, Exec. Order No.12138, Exec. Order No.11701, Exec. Order No.11758, Section 503 of the Rehabilitation Act of 1973 as amended by PL93-516, Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the rules, regulations and relevant Order of the Secretary of Labor pertaining to Executive Orders and Statutes listed above.

Monetary amounts or contractual or purchasing relationships, together with the number of the Contractor's employees, determine which Executive Order provisions are applicable. For contracts and orders valued at less than \$2,500, none of the clauses shall be considered a part of the contract. However, for contracts or orders of/or which aggregate to \$2,500 or more annually, the following table describes the clauses which are included in the contract or order:

Inclusion of the "Equal Employment Opportunity" clause in all contracts and orders.

Certification of non-segregated facilities.

Certification that an Affirmative Action Program has been developed and is being followed.

Certification that an annual Employers information report (EEO-1 Standard form 100) is being filed.

Inclusion of the "Utilization of Minority and Women's Business Enterprises" clause in all contracts and orders.

Inclusion of the Minority and Women's Business Subcontracting Program clause in all contracts and orders.

Inclusion of the Listing of Employment Openings" clause in all contracts and orders.

\$2,500-\$5,000	\$5,000-\$10,000	\$10,000-\$50,000
	8	8
		1, 2, 5, 6, 7, 8
\$50,000-\$500,000	\$500,000 or more	
1,2,3*,4*,5,6,7,8	1,2,3*,4*,5,6,7,8	

*Applies only for business with 50 or more employees.

1. Equal Employment Opportunity Provisions

In accordance with Executive Order 11246, dated September 24, 1965, and Part 60-1 of Title 41 of the codes of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contracts and Subcontractors) as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

2. Certification of Non-segregated Facilities

The Contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained, and that he will obtain a similar certification, prior to the award of any non-exempt subcontract.

3. Certification of Affirmative Action Program

The Contractor affirms that he has developed and is maintaining an Affirmative Action Plan as required by Part 60-2 of Title 41 of the codes of Federal Regulation

4. Certification of Filing of Employer's Information Reports

The Contractor agrees to file annually on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO-1), or such forms as may be promulgated in its place.

5. Utilization of Minority and Women's Business Enterprises

(a) It is the policy of the Government that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of the contract.

(b) The Contractor agrees to use its best effort to carry out this policy in the award of any subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business, at least 50 percent of which is owned, controlled, and operated by minority group members or women, or in case of publicly-owned businesses, at least 51 percent of the stock is owned by minorities or women. For the purposes of this definition, minority group members are American: African Americans,

Hispanic American, Asian Americans, Pacific Islanders, American Indians, and Alaska Natives. Contractors may rely on written representations by subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

6. Minority and Women's Business Enterprises Subcontracting Program

(a) The Contractor agrees to establish and conduct a program that will enable minority and women's business enterprises (as defined in paragraph 5) to be considered fairly as subcontractors and suppliers under the contract. In its connection, the Contractor shall:

- (1) Designate a liaison officer who will administer the Contractor's minority and women's business enterprises program;
- (2) Provide adequate and timely consideration of the potentialities of known minority and women's business enterprises in all "make or buy" decisions;
- (3) Assure that known minority and women's business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority and women's business enterprises;
- (4) Maintain records showing:
 - (i) Procedures that have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority and women's business enterprises;
 - (ii) Awards to minority and women's business enterprises on the source list; and
 - (iii) Specific efforts to identify and award contracts to minority and women's business enterprises;
- (5) Include the utilization of a minority and women's business enterprises clause in subcontracts that offer substantial minority and women's business enterprises subcontracting opportunities;
- (6) Cooperate with the Government's Contracting Officer in any studies and surveys of the Contractor's minority and women's business enterprises procedures and practices that the Contracting Officer may from time to time conduct; and
- (7) Submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above, in such a form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(b) The Contractor further agrees to insert, in any subcontract hereunder that may exceed \$500,000 (or in the case of WBE, \$1,000,000 in the case of contracts for the construction of any facility and that offer substantial

subcontracting possibilities) provisions that shall conform substantially to the language of this agreement, including this paragraph (b).

7. List of Employment Openings for Veterans

In accordance with Exec. Order 11701, dated January 24, 1973, and Part 60-250 of Title 41 of the Code of Federal Regulations, as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

8. Employment of People with Disabilities

In accordance with Exec. Order 11758, dated January 15, 1974, and Part 60-741 of Title 41 of the code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

Appendix 4

Table A

Section /

Location	Requirement	Included	Reference	Yes	No	2.1 Bid
der of Record:	Request for Formal RFP Submitted					2.1 Proposal
Submission:	1.0 copies, one marked "Master Copy" plus one ASCII copy on diskette in IBM format		2.9			Proprietary/Confidential Information:
clearly identified			2.1.0			Bidding Company: name, address, tax ID number
number			2.11			Subcontractors: names and duties identified
per Section 2.12			2.12			Financial History: documents included
attached			2.13			Bidder Certifications: completed form
with all RFP requirements:			Attachment 1			Specific acknowledgement and agreement
						completed form attached

Table B

Section / Location	Met	Reference	Mandatory
Items	Yes	No	
Operation	3.2.1	Location	3.2.2 Hours of
Relay Center	3.2.3	Call Carriage	3.2.4 No Charge for Calls to
Utilization	3.2.5	Equipment	3.2.6 ANI
System	3.2.8	Back-up Power	3.2.9 Switching
Restrictions	3.2.10	Voice and Hearing Carryover	3.2.11 No User
Access	3.2.12	Blockage Rate	3.2.13 Dialing
Calls	3.3.1	Average Answer Time	3.4.1 Confidentiality of
Utilization	3.4.2	Emergency Calls	3.4.3 Pre-Subscription
Grammar	3.4.8.1	English Skills, Basic Skills, English	
Identification	3.4.11	Relay Operator (OPR)	
and Monthly	3.5.1	Providing Quality Staff	3.5.13.1 Total Daily
	3.5.13.2	Average Blockage Rate	
(Reports)	3.5.13.3	Average Answer Time	
(Reports)	3.5.13.12	Reports Within 21 Days	
(Reports)	3.5.13.17	Additional Data Required	
Reports	3.5.14.2	Monthly Summary Complaint	
Resources	3.5.15	Availability of Reports	5.1.3.1(B) Financial
	5.1.3.1(D)	Experience	

Table C

Evaluation Criteria

Technical Specifications		Section Location	
Reference	Specification	Rate	Met Not Met Maximum Point
Value	Point Award		
		3.2.3.1 Adequate	
Capacity	MP 2.5	3.2.5.1 Transmission	
Speeds/Interruptability	VA 1.0	3.2.7 DPRS User Preference	
Database	VA 1.0	3.2.10.1 Enhanced	
VCO	VA 1.0	3.2.10.2 Two-Way (One-Line)	
VCO	MP 2.5	3.3.2 System Configuration and Design	
	MP 2.5	3.3.3 Facility Expandability	
	MP 2.5	3.3.4 Hardware and Software Expandability and	
Adaptability	VA 1.0	3.3.5 Hardware and Software Updates and	
Upgrades	MP 2.5	3.3.6 System Service Upgrade-	
ability	VA 1.0	3.3.7 Network Access	
	MP 2.5	3.3.8.1 Access to 900 Services	
	MP 2.5	3.3.8.2 Access to Regional 800 Services and Special	
Prefixes	MP 2.5	3.3.8.3 Dialing Zero For Operator	
Services	VA 1.0	3.3.9.1 Additional Power	
Options	VA 1.0	3.3.9.2 Recorded	
Announcements	VA 1.0	3.3.9.3 Disaster Recovery	
Plan	VA 1.0	3.3.10 Service	
Expansion	VA 1.0	3.3.11 New	
Technology	VA 1.0	3.3.11.1 Voice-to-Text	
Capability	VA 1.0	3.3.11.2 Operator	
Interaction	VA 1.0	3.3.11.3 Speech-to-Speech	
Relay	VA 1.0	3.3.11.4 Video Relay	
Service	VA 1.0	3.3.12 Transfer	
Capability	VA 1.0	3.3.13 Intrastate Long Distance and Toll Call	
Billing	MP 2.5	3.3.14 Description of Interstate/InterLATA	
Calling Procedures	MP 2.5	3.3.15 Coin Operated Payphones	
	MP 2.5	3.3.16.1 Database	MP 2.5 3.3.16.2 ANI
Call Setup	VA 1.0	3.3.16.3 Wait Time Estimates	
	MP 2.5	3.3.17 Text-to-Voice	
Capability	VA 1.0	3.3.18 Two-way (Single-Line)	
VCO	VA 1.0		

Total: _____

Maximum Points Available: 51.5

'MP' Indicates a Must Provide specification

'VA' indicates a Value Added specification

Table D

Evaluation Criteria

Operational Specifications Section Location

Reference	Specification	Rate	Met	Not Met	Maximum Point
Value	Point Award				
		3.4.4			Multi-lingual Relay
Service MP	2.5	3.4.4.1			Multi-lingual Translation AND Relay
Calls VA	1.0	3.4.5			Relay Operator (OPR) Choice
MP	2.5	3.4.6			Operator Services VA 1.0 3.4.7 Work
Space VA	1.0	3.4.8			Minimum OPR
Qualifications VA	1.0	3.4.8.2			Typing
Speed VA	1.0	3.4.8.3			Spelling
Skills VA	1.0	3.4.8.4			Transliteration/Translation of Non-Native
English VA	1.0	3.4.8.5			Relay OPR Proficiency Exam
MP	2.5	3.4.9.1			Call Status
MP	2.5	3.4.9.1.1			Ringling VA 1.0 3.4.9.2 Relay User
Control VA	1.0	3.4.9.3			Typing Verbatim
MP	2.5	3.4.9.3.1			Transliteration/Translation of Non-Native
Written/Typed English MP	2.5	3.4.9.4			Explaining Relay
MP	2.5	3.4.9.5.1.1			Voicing for the Text Telephone Device User
MP	2.5	3.4.9.5.1.2			Typing for the Voice User
MP	2.5	3.4.9.5.2			Background Noise
MP	2.5	3.4.9.6			Another Person On Line
MP	2.5	3.4.9.7			Redialing Busy MP 2.5 3.4.9.8 All
Comments Typed VA	1.0	3.4.9.8.1			Special
Circumstances VA	1.0	3.4.9.9			Use of Third Person
MP	2.5	3.4.9.10			Corrections VA 1.0 3.4.9.11 Verifi
ng Spelling VA	1.0	3.4.9.12			Relay Operators On Line
MP	2.5	3.4.9.13			Relay Operator Intrusion
MP	2.5	3.4.9.14			Name Not
Required VA	1.0	3.4.9.15			"s" to Indicate Speech
Disability VA	1.0	3.4.9.16.1			Capturing Announcements /
Messages VA	1.0	3.4.9.16.2			Leaving Messages
MP	2.5	3.4.9.16.3			Retrieving Messages
MP	2.5	3.4.9.17			OPR Changeover
MP	2.5	3.4.10			Handling of Obscenity Directed at
OPR VA	1.0	3.4.11.1			Inform User of Gender
MP	2.5	3.4.11.2			Inform User of Trainee Status
MP	2.5	3.4.12			Caller-Provided Information VA 1.0

Maximum Points Available: 68.0

Total: _____

'MP' Indicates a Must Provide specification

'VA' Indicates a Value Added specification

Table E

Evaluation Criteria

Administration/Control Specifications Section Location
Reference Specification Rate Met Not Met Maximum Point
Value Point Award

			3.5.1	Providing Qualified		
Staff	MP	2.5	3.5.2	Marketing /		
Outreach	MP	2.5	3.5.2.1	Customer Service		
	MP	2.5	3.5.3	Billing for Long Distance Services		
	MP	2.5	3.5.4	Billing Arrangements		
	MP	2.5	3.5.5	Call Billing Record		
	MP	2.5	3.5.6	Complaint Resolution		
	MP	2.5	3.5.7	Consumer Input	VA	1.0
			3.5.8	Relay		
Operator Training						
	MP	2.5	3.5.8.1	Certification	VA	1.0
			3.5.8.2	Disability		
Awareness	VA	1.0	3.5.9	Supervisor Training		
	MP	2.5	3.5.10	Relay Operator		
Counseling	VA	1.0	3.5.10.1	Additional Counseling		
Services	VA	1.0	3.5.11	Staffing for Call Volume/Usage		
Patterns	VA	1.0	3.5.12	Policy and Procedures		
Manual	VA	1.0	3.5.13.4	Average Calls in		
Queue	MP	2.5	3.5.13.5	Average Call		
Length	MP	2.5	3.5.13.6	Number of Calls at Various		
Lengths	MP	2.5	3.5.13.7	Longest		
Duration	MP	2.5	3.5.13.8	Usage		
Patterns	MP	2.5	3.5.13.9	OPRs on		
Duty	MP	2.5	3.5.13.10	Status of OPR		
Training	MP	2.5	3.5.13.11	Number of Call		
Types	MP	2.5	3.5.13.13	Automatic Electronic		
Production	VA	1.0	3.5.13.14	Reporting		
Format	VA	1.0	3.5.13.15	Capacity for Ad Hoc		
Reports	VA	1.0	3.5.13.16	Annual Forecast Usage		
Figures	MP	2.5	3.5.14.1	DPRS Quarterly		
Reports	MP	2.5	3.5.14.3	Annual Customer		
Satisfaction	MP	2.5	3.5.16	Plan for Service Start-		
up	VA	1.0	3.5.17	Operational		
History	VA	1.0	5.1.3.1(C)	Site		
Requirements	MP	2.5	5.1.3.1(E)	Disability		
Representation	VA	1.0				

Maximum Points Available: 65.5

Total: _____

'MP' Indicates a Must Provide specification

'VA' Indicates a Value Added specification

Appendix 5

RULES AND PRACTICES RELATING TO
TELEPHONE SERVICE TO RESIDENTIAL CUSTOMERS

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**RULES AND PRACTICES RELATING TO
TELEPHONE SERVICE TO RESIDENTIAL CUSTOMERS**

PART 1. DEFINITIONS AND GENERAL PROVISIONS

Rule 1.1 Definitions

- (a) "Adult" means any person eighteen years of age or older
- (b) "Billing period" means a telephone service consumption period of not less than 26 nor more than 35 days
- (c) "Company" means Bell Atlantic Telephone Company
- (d) "Customer" means any past or present purchaser of telephone service supplied by the Company for residential purposes.
- (e) "Delinquent account" means an account for residential telephone service which remains unpaid for at least 30 days after receipt of a bill prepared and delivered in accordance with these Rules.

"Department" means the Department of Telecommunication and Energy of the Commonwealth of Massachusetts

(g) "Discontinuance of service" means a temporary cessation of telephone service caused by the Company and not voluntarily requested by a customer.

(h) "New service" means residential telephone service provided to a person who, at the time of application for the service, is not a person in whose name residential telephone service is currently being provided and who has not had his or her account removed for nonpayment within the preceding six months.

(i) "Personal emergency" means any situation in which lack of access to telephone service endangers the health or safety of a customer or a member of the household to which the service is furnished.

(j) "Receipt", in the case of a written communication which these Rules require to be transmitted to a customer, shall be resumed to be three days after the date of mailing or, if such written communication is delivered rather than mailed, on the date of delivery.

(k) "Removal of account" means a permanent cessation of telephone service caused by the Company and not voluntarily requested by a customer.

(l) "Subsequent service" means residential telephone service provided to a person whose previous residential account has been removed for nonpayment within the six-month period immediately preceding the time at which application for service is made.

(m) "Transferred service" means residential telephone service provided at a new address to a person in whose name residential telephone service, at the time of the change of address, is currently being provided.

Rule 1.2 Written Communications. All written communications required by these Rules to be transmitted to a customer shall be sent only to the person and address specified by the customer. If the customer specifies a person or address different from the person to whom or the address at which service is to be provided, the Company shall then inform the customer that it will send all written communications to the specified person and address only.

PART 2. CUSTOMER INFORMATION ON RATES, SERVICES AND THE PROVISION OF THESE RULES

Rule 2.1 At the time any person applies for residential telephone

service or for the conversion of one type of residential telephone service to another, a representative of the Company shall first explain the lowest-priced service and equipment available to residential customers in the area in which service is desired, together with all associated charges.

In addition, the Company representative shall advise each applicant for residential telephone service that a general description of services and equipment is available in the introductory pages of each directory.

Rule 2.2 Prior to installation or conversion, each applicant shall be given a clear, complete and informative explanation, including charges, of all residential services and equipment available to customers in the exchange in which service is to be provided.

Rule 2.3 The Company shall print, in a conspicuous place in the introductory pages of all residential telephone directories furnished by the Company, (a) a description of all residential customer rights and responsibilities under these Rules and (b) a general description of available services and equipment.

Rule 2.4 The Department shall have power to disapprove, in whole or in part, the form and content of all written communications required by this Part 2, and to require amendments, deletions, or additions to such communications.

PART 3. BILLING AND PAYMENT STANDARDS

Rule 3.1 Billing Frequency. The Company shall render, on a monthly basis, a bill to every customer for all lawful charges which have been incurred by the customer in the billing period for which the bill is rendered. The bills required by this Rule 3.1 shall be sent to the customer not sooner than one day nor later than fifteen days after the closed of said billing period. The company may, for administrative reasons, render the first bill or the final bill for a residential account on the basis of service provided for a period of less than twenty-six days. The Company may also, for administrative reasons, render a bill for a residential account on the basis of service provided for a period of less than twenty-six days or more than thirty-five days in the case of a change in the customer's telephone number or a change of an entire central office to a different billing cycle.

Rule 3.2 Payment of Bills. The Company shall allow each customer at least thirty calendar days, from the date of receipt of each bill, for payment in full. In the event a bill is not rendered with the frequency required by Rule 3.1 hereof, the Company shall allow, for payment in full, additional days equal to the number of days by which the date of

receipt of the bill exceeds the billing frequency required by that Rule.

Rule 3.3 Computation of Payment Period. The date of receipt of a bill shall be as provided in Rule 1.1(j) hereof. If the actual receipt of a bill is disputed by a customer at a Department hearing under these Rules, such disputed issue shall be decided by the Department on the Basis of evidence presented at the hearing.

If the last calendar day for remittance falls upon a day when the offices of the Company regularly used for the payment of customer bills are closed to the general public, the final payment date shall be extended through the next business day.

Rule 3.4 Billing Information. Every bill rendered by the Company for residential telephone service shall be in writing and shall state clearly:

- (a) The beginning and ending dates of the current billing period;
- (b) The date by which payment in full must be made in order to prevent delinquency of the account;
- (c) The amount of all charges remaining unpaid for more than thirty days since receipt of a previous monthly bill, labeled **delinquent** as of a stated date;
- (d) The amount of all payments made to the account during the current billing period, labeled **payments and adjustments**;

The amount of the previous balance remaining unpaid as of the date of preparation of the current bill, labeled **outstanding balance before new charges**;

All new charges, including a clearly labeled statement of regular monthly charges, taxes imposed on services, and toll calls (including date of call, time of day at which call began, length of call, place and telephone number called, whether or not the call was rated as operator-assisted or direct-dialed, charge for the call, and, if the call was made from any telephone number other than that to which it is billed, the area code and telephone number from which the call was made; and

- (g) The total outstanding balance in the account on the ending date of the current billing period, labeled **new balance**.

Rule 3.5 Charges and Billing for Installation, Connection and Restoration of Service

At the option of the customer, the Company shall prorate the charges for connection, installation, restoration, or reconnection of service in four equal portions over four

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monthly billing periods, with each equal portion of such charge appearing on each monthly bill. At the time any connection, installation, restoration, or reconnection is requested, the Company shall make known to the customer his or her right to have the charges for such services prorated.

(b) No customer shall be required to pay any part of such charge prior to the time that the customer receives the first monthly bill for services after such charge is incurred.

(c) No customer shall be required to pay any reconnection fee or other charge for restoration of service if service was discontinued by the Company in error or in violation of any provision of these Rules.

(d) If service to any customer is discontinued, either at the customer's request or pursuant to these Rules, prior to payment in full of any lawful charges prorated pursuant to this Rule 3.5, the entire amount of such charges shall thereupon be due and payable in full.

(e) Whenever a customer requests that service be transferred from one location to another, the Company may require payment of any undisputed delinquent charges as a condition of such transferred service.

Rule 3.6 **Customer Protection Notices.** All bills and notices of proposed discontinuance of service sent by the Company to a customer shall contain the following notices:

(a) **Right to Dispute Bill.** The following legend shall be printed on the front of the bill, in print no smaller than 1/8 inch in height, "RIGHT TO DISPUTE YOUR BILL--SEE REVERSE (or INSERT) FOR DETAILS."

The following message shall be included with the bill according to the form and manner set out below:

RIGHT TO DISPUTE YOUR BILL

If for any reason you believe your bill is wrong, you may write or call a Company representative and explain the amount you believe to be in error and the reason you believe there has been an error.

If, when you receive the decision of the Company representative, you still consider the bill wrong or are not satisfied, you have the right to appeal to the Massachusetts Department of Telecommunication and Energy by calling or writing the Department to request a hearing.

Call or write:

CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATION

AND ENERGY

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100 Cambridge Street
Boston, Massachusetts 02202

Telephone (617) 305-3500 or XXXX

Your telephone service will not be shut off for failure to pay the portion of your bill which you are disputing.
If you need more time to pay, call the Company at the business office number shown on the front of the bill.

An explanation of customer rights and responsibilities is contained in the introductory pages of the telephone directory.

Bilingual Notice. The Company shall print on the face of all its bills and written notices required by these Rules to be transmitted to a customer the following legend in Spanish, Portuguese and in any other language which has been determined by the Company or the Department to be the primary language of a substantial number of customers of the Company:

**THIS BILL (NOTICE) IS IMPORTANT
TRANSLATE IMMEDIATELY.**

PART 4. SECURITY DEPOSITS AND GUARANTEES

A. Deposits.

Rule 4.1 New Service. The Company may require a deposit as a condition of new service only if the customer has an outstanding bill from previous telephone service and the bill is not in dispute. In addition, the Company may require payment of the outstanding bill or a satisfactory payment of arrangement therefor as a condition of such service.

Rule 4.2 Restoration of Discontinued Service. The Company may require a deposit as a condition of the restoral of service which has been discontinued. In addition, the Company may require payment of any undisputed delinquent charges as a condition of such restoration.

Rule 4.3 Subsequent Service. The Company may require a deposit as a condition of subsequent service. In addition, the Company may require payment of any undisputed delinquent charges as a condition of such service.

Rule 4.4 Other Standards Prohibited. The Company shall not require a deposit as a condition of service except in the circumstances prescribed in Rules 4.1, 4.2 and 4.3 hereof. In no case in which a deposit is permitted by these Rules, shall the Company base a determination to require such deposit upon residential location, race, color, creed, sex, age, national origin or any other criteria not authorized by these Rules.

B. General Deposit Conditions.

Rule 4.5 Terms and Conditions of Deposits.

(a) A deposit required by the Company as a condition of new service shall not exceed the amount of \$50.

(b) A deposit required as a condition of the restoration of service which has been discontinued or as a condition of subsequent service shall not exceed an amount equal to two times the average bill during the preceding six-month period for service at the customer's premises.

(c) Six months following the date on which a deposit has been made, and each month thereafter, the Company shall analyze the customer's account. If satisfactory credit has been established in accordance with Rule 4.5(f) hereof, the deposit shall be refunded. If satisfactory credit has not been established, the deposit may be retained and the Company shall make a determination whether the deposit held is inadequate or excessive. A deposit shall be deemed adequate if it equals two times the customer's average bill for the preceding six months, within a \$10 tolerance. If the deposit exceeds this figure, a refund of the excess shall be made. If the deposit is less than this figure, the Company may request an additional sum equal to the amount of the inadequacy.

(d) Interest at the rate of 6% per annum shall be payable on all deposits. Interest shall be credited semi-annually to the service account of the customer or paid upon the return of the deposit, whichever occurs first.

(e) Upon termination of service, the deposit, with accrued interest, shall be credited to the final bill, and any credit balance shall be returned promptly to the customer.

(f) The credit of a customer shall be established as satisfactory and any deposit and accrued interest shall be refunded promptly by the Company upon timely payment by the customer of all proper charges for telephone service for a period of six successive months. For purposes of this Rule 4.5(f), payment shall be deemed timely if made prior to the issuance of a notice of discontinuance of service for nonpayment in at least four of the preceding six months and if there has been no discontinuance for nonpayment in accordance with these Rules during the same period.

(g) The Company shall maintain a detailed record of all deposits received from customers, showing the name of each customer, the address of the customer at the time of making the deposit, the customer's current address, the date of making and amount of deposit; and the date and amounts of interest paid.

(h) At the time of making a deposit, each customer shall receive a written receipt containing at least the following information:

Name of customer;

Place of payment;

Date of payment;

Amount of payment;

Identifiable name and signature of the Company employee receiving payment; and

Statement of the terms and conditions governing the receipt, retention and return of deposit funds.

(i) A customer's failure to produce the deposit receipt described in Rule 4.5(h) hereof shall not deprive the customer of the right to the refund to which the customer is otherwise entitled.

(j) The Company may withhold the deposit pending the resolution of a discontinuance of service for nonpayment which is disputed under these Rules.

C. Guarantees.

Rule 4.6 The Company may at its option, accept a written payment guarantee in lieu of a deposit authorized by Part 4 hereof. The Company may not require a written payment guarantee from any customer ready, willing and able to make a deposit as authorized by these Rules. The Company shall develop policies which specify the circumstances in which it will accept a written payment guarantee in lieu of a deposit, shall make those policies known to all customers and service applicants upon whom deposit demands are made, and shall apply those policies uniformly.

D. Right to Appeal Company Decisions Concerning Deposits.

Rule 4.7 All decisions by the Company concerning the propriety of requiring a deposit and the amount of any such deposit shall be appeal-able in accordance with the provisions of Part 6 hereof.

E. Refunds of Existing Deposits and Termination of Guarantee Agreements.

Rule 4.8 Within sixty days of the effective date of these Rules, the Company shall

refund, with accrued interest, all deposits held as security on residential accounts and terminate all guarantee agreements that are inconsistent with these Rules. The Company may credit to the undisputed delinquent account of a customer the amount of any refund due that customer under the provisions of this Rule 4.8. The Company shall notify each customer that the refund or credit to the customer's account was made in accordance with these Rules.

PART 5 **DISCONTINUANCE OF SERVICE AND REMOVAL OF ACCOUNTS**

A. Grounds for Discontinuance of Service and Removal of Account.

Rule 5.1 Subject to the requirements of these Rules, the Company may

discontinue service to a customer and remove the account of said customer for any one or more of the following reasons:

Nonpayment of a delinquent account amounting to \$25 or more;

Failure to make and maintain a deposit authorized by Part 4 hereof;

Use of the telephone service in a manner which is unlawful under the
laws of the Commonwealth of Massachusetts or of the United States, or
which is in violation of any tariff approved by the Department;

Failure to comply with the terms and conditions of a deferred payment
agreement made or established in accordance with the provisions of Part
7 hereof;

Refusal to grant a duly authorized representative of the Company access
to equipment upon the premises of the customer at reasonable times for
the purpose of inspection; maintenance or replacement; and

Misrepresentation of identify for the, purpose of obtaining telephone
service.

Rule 5.2 Notwithstanding the provisions of Rule 5:1(a) hereof; the
Company shall not discontinue
service or remove any account where the total amount of the most current
bill is less than the amount of any deposit held by the Company in
connection with the service sought to be discontinued or the account
sought to be removed.

Rule 5.3 Neither of the following shall constitute sufficient cause for
the Company
to discontinue service or remove an account:

The failure of the customer to pay for concurrent service received under
separate account or at a separate residence or at a separate location; nor

The failure of any person, other than the customer against whom
discontinuance of service or removal of account is sought, to pay any charges due to the
Company.

B. Notices of Discontinuance of Service.

Rule 5.4 Except as provided in Rule 7.4 hereof, the Company shall not discontinue service pursuant to Rule 5.1 hereof unless written notice by first class mail is sent to the customer or personally served at least fifteen days prior to the date of the proposed discontinuance. Service of notice by mail shall be complete upon mailing. The Company shall maintain an accurate record of the date of mailing of all discontinuance notices.

Rule 5.5 A notice of discontinuance of service for nonpayment of a delinquent account shall not be issued until the account has become delinquent as defined in these Rules.

Rule 5.6 A notice of discontinuance of service shall not be issued for nonpayment of a delinquent account if the entire amount of such delinquent account is the subject of a pending complaint pursuant to Part 6 hereof. The Company may, however, issue a notice of discontinuance of service with respect to that portion of any delinquent account which is not the subject of a pending complaint pursuant to Part 6 hereof. Should service be discontinued, the Company shall offer removal of the account until the dispute has been resolved.

Rule 5.7 Except as provided in Rule 7.4 hereof, notices of discontinuance of service shall contain the following information:

The telephone number, name and address of the customer and the delinquent amount;

A clear and concise statement of the reasons for the proposed discontinuance of service;

The date on or after which service will be discontinued unless the customer takes appropriate action;

A statement of the appropriate action the customer may take to prevent discontinuance;

The customer protection notices required by Rule 3.6 hereof;

The serious illness and personal emergency notice required by Rule 5.20 hereof;

A statement concerning the protection provided to elderly persons by Part 8 hereof; and

A statement that if service is discontinued, the customer may be required to pay, as a condition of the restoration of such service, the delinquent balance, the appropriate charge for restoration of service (under the terms and conditions specified in Rule 3.5 hereof) and any deposit authorized by Part 4 hereof.

Rule 5.8 In addition to the notices required by Rules 5.4 and 5.7 hereof, the

Company shall not discontinue service without first mailing to the customer a reminder of discontinuance notice. Such notice shall be mailed five days prior to the discontinuance date specified in the notice of discontinuance and shall contain the information required by Rule 5.7 hereof:

Rule 5.9 Two days prior to the discontinuance date, the Company shall make a telephone call to remind the customer of the proposed discontinuance. If the Company is unable to reach the customer, no additional call need be made.

Rule 5.10 Service shall not be discontinued, pursuant to Rule 5.1 hereof, on a day, or a day immediately preceding a day when the services of the Company are not available to the general public for the purpose of reconnecting discontinued service. Notwithstanding any other provision of these Rules, the Company shall not discontinue service on any day, except during the hours between 8:00 a.m. and 4:00 p.m.

The Company shall discontinue service only within a ten-day period after the date specified pursuant to Rule 5.7(c) hereof. Thereafter, the Company may discontinue service only after another notice of discontinuance of service has been issued in accordance with Rules 5.4 and 5.7 hereof.

In the event the Company has agreed to extend the time for payment, and the customer does not pay as promised, service may be discontinued after the Company has provided a three-day notice of discontinuance to the customer.

If the last day of the three-day notice period required by the preceding paragraph of this Rule 5.10 falls upon a day on which the postal service does not deliver mail, then that notice period shall be extended through the next day on which mail is delivered.

C. Removal of Account.

Rule 5.11 The Company shall not remove an account pursuant to Rule 5.1 hereof unless written notice by first class mail is sent to the customer or personally served at least ten days prior to the date of the proposed removal. Service of notice by mail shall be complete upon mailing. The Company shall maintain an accurate record of the date of mailing of all notices of removal of account.

Rule 5.12 A notice of removal of account shall not be issued until service to the account has been discontinued pursuant to Section B of Part 5 hereof.

Rule 5.13 A notice of removal of account shall not be issued for nonpayment of a delinquent account if any portion of such delinquent account is the subject of a pending complaint pursuant to Part 6 hereof.

Rule 5.14 Notices of removal of account shall contain the following information:

The telephone number, name and address of the customer;

A clear and concise statement of the reasons for the proposed removal of account;

The date on which service to the account was discontinued;

A statement that the customer may have service restored by making satisfactory arrangements, within ten days from the date of notice of removal of account, for the payment of the delinquent balance, the appropriate charge for restoration of service (under the terms and conditions specified in Rule 3.5 hereof) and any deposit authorized by Part 4 hereof.

A statement that if the customer fails, within ten days, to make the arrangements specified in Rule 5.14(d) hereof, the account will be removed, and the customer will be required to re-apply for service and to pay, as a condition of such service, the delinquent balance, the appropriate service installation charge, and any deposit authorized by Part 4 hereof.

The customer protection notices required by Rule 3.6 hereof;

The serious illness and personal emergency notice required by Rule 5.20 hereof; and

A statement concerning the protection provided to elderly persons by Part 8 hereof:

D. Serious Illness and Personal Emergency.

Rule 5.15 Notwithstanding any other provision of these Rules, if the customer

claims that there is a seriously ill person residing in the household where service is provided, the Company shall postpone discontinuance of service if the customer can demonstrate that he or she is unable to pay an outstanding bill for telephone service and that continued access to the telephone is required because of the serious illness. If service has already been discontinued, it shall be restored. Such postponement or restoration shall be predicated on the receipt of certification of the illness by a registered physician. The certificate shall state the name and address of the seriously ill person, the nature of the illness, and the physician's office address and telephone number.

Certification shall be valid for the duration of the illness or thirty calendar days, whichever is less, and shall be renewable twice under the same conditions.

Rule 5.16 A certification of serious illness shall be sufficient if initially made by telephone. In such event, the Company shall inform the certifying physician that a written

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certificate setting forth the information required by Rule 5.15 hereof must be forwarded to the Company within seven days. If the Company does not receive written certification of the serious illness within seven days, it shall make its best efforts to contact the customer and the certifying physician prior to discontinuing service.

Rule 5.17 If the customer claims in writing and can demonstrate that he or she is unable to pay an outstanding bill for telephone service and that a personal emergency exists, the Company shall postpone discontinuance of service or shall restore service if it has already been discontinued. The period of postponement of discontinuance of service shall not exceed thirty days; and if service has been discontinued it shall be restored for a period not to exceed thirty days.

Rule 5.18 Any decision by the Company to deny a postponement of discontinuance of service or to refuse to restore service, purporting to be made pursuant to Rules 5.15, 5.16 or 5.17 hereof, shall be appeal-able in accordance with Part 6 hereof.

Rule 5.19 In cases where telephone service is continued or restored pursuant to Rules 5.15, 5.16 or 5.17 hereof, the customer must, no later than the end of the postponement or restoral period, (a) pay all undisputed delinquent amounts in full, (b) enter into a deferred payment agreement for such amounts pursuant to Part 7 hereof, or (c) request the Department to establish a deferred agreement for such amounts pursuant to Part 7 hereof. If the customer fails to make one of such payment arrangements, the Company may discontinue service.

Rule 5.20 All notices of discontinuance of service and all notices of removal of account shall contain the following message according to the form, letter size, boldness and manner set out below (underlined words shall be in bold print):

RIGHT TO TELEPHONE SERVICE **DURING SERIOUS ILLNESS AND** **PERSONAL EMERGENCY**

If you or anyone living in your home is **SERIOUSLY ILL** and you can demonstrate that continued access to the telephone is required due to that illness and that you are unable to pay your bill, we will continue or restore your telephone service during such illness for a period up to 30 days. In order to have service continued or restored, you must have a registered physician certify, in writing to us that such illness exists

If the **SERIOUS ILLNESS** continues beyond 30 days, service may be continued for an additional 30 days upon receipt of a second certificate from your physician. If the **SERIOUS ILLNESS** continues beyond this additional 30 days, service may be continued for a final 30-day period upon receipt of a third certificate from your physician.

If there is **SERIOUS ILLNESS**, please call or have your physician call our Business

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Office immediately.

If you can demonstrate that there is a **PERSONAL EMERGENCY** which endangers the health or safety of someone in your household and you require continued access to telephone service and are unable to pay your bill, we will continue your telephone for a period not to exceed 30 days. You must inform the Company, in writing, of the reason why you are unable to pay your bill and the nature of the emergency.

Before the end of any extension period granted because of **SERIOUS ILLNESS** or **PERSONAL EMERGENCY**, you must either pay your past due bills in full or enter into a payment arrangement satisfactory to you and the Company.

You may appeal any refusal of the Company to furnish service where a **SERIOUS ILLNESS** or **PERSONAL EMERGENCY** exists by contacting the:

CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATION AND ENERGY
100 Cambridge Street
Boston, Massachusetts 02202

Telephone: (617) 305-3500 or XXXX

PART 6. COMPLAINTS AND DISPUTED CLAIMS

Rule 6.1 If any matter relating to a bill is disputed by the customer, the following procedure shall apply:

(a) The customer shall notify the Company of the dispute by telephone, mail or in person. The Company shall refer this matter to an employee assigned to investigate billing complaints. Such employee shall investigate and make a substantial effort to resolve the customer's complaint.

If the customer notifies the Company by telephone or in person of a complaint concerning charges billed to his or her account, and such complaint is resolved to the customer's satisfaction during the initial telephone or personal contact, no written notification to the customer shall be necessary unless requested by the customer.

In situations involving customer complaints which require further investigation, the customer shall be notified in writing in all cases where the results of the investigation are not favorable to the customer. Such notice shall include the following:

If you still consider your bill to be inaccurate in any respect or if you have any other complaint pertaining to this matter, you have a right to appeal to the Department of Telecommunication and Energy within three months of receipt of this notice

WRITE:

CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATION AND ENERGY
100 Cambridge Street
Boston, Massachusetts 02202

Telephone: (617) 305-3500 or XXXX

Decisions favorable to the customer may be communicated by telephone.

(b) If the customer disputes the Company's written notice of decision, the customer may notify the Department's Consumer Division within three months of receipt of such notice that he or she wishes to appeal. A representative of the Department shall notify the Company and thereafter shall conduct an investigation. Such investigation shall include the opportunity for each side in the dispute to be heard, but such hearing shall not be construed to be an adjudicatory proceeding as defined by Chapter 30A of the General Laws.

The Department representative shall rule promptly upon the dispute and notify the customer and Company of the decision and of the right to appeal the decision in an adjudicatory proceeding of the Department under Chapter 30A of the General Laws.

(c) Within seven days of being notified of the decision of the Department's representative, the customer and/or the Company may request a hearing under Chapter 30A of the General Laws.

Rule 6.2 Pending final determination of a dispute, the Department may enter any temporary order: which it deems just and equitable. In the absence of an order by the Department to continue service, the Company may discontinue service for nonpayment of any undisputed amount in accordance with Part 5 hereof.

Upon final determination of the dispute by the Department, the Department shall order service to be continued restored or discontinued, or the account removed upon such terms and conditions as it deems equitable to both the customer and the Company.

Rule 6.3 Any party aggrieved by any action in violation of these Rules may at any time request a hearing before the Department by making a complaint in writing to the Department, provided that such matter has not been previously investigated by the Department. For good cause shown, the Department may re-open a matter previously investigated.

Rule 6.4 If a customer requests a hearing before the Department, the customer shall pay to the Company an amount equal to that part of the bill which is not in dispute. Failure of the customer to pay the amount not in dispute, or failure of the customer to pay in accordance with a deferred payment agreement entered into or established pursuant to Part 7 hereof, with respect to the amount not in dispute, on or before the date set by the Department to hear the complaint, shall constitute a waiver of the customer's rights to continued service pending resolution of the dispute. The Company may then proceed to discontinue service as provided in Part 5 hereof.

Rule 6.5 At the hearing, the Department representative shall decide, after hearing argument from all parties, whether the matter in dispute involves (a) disagreement as to the facts of a customer's case, (b) disagreement as to the proper application of the Company's tariff or any order or regulation of the Department to the facts of the customer's case, or (c) disagreement with the Company's tariff or any order or regulation

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of the Department. If the Department representative concludes that the dispute involves any matters set forth in (a) or (b) above, the Company shall not discontinue service to the customer until final resolution of the dispute by the Department. If, however, the Department representative concludes that the dispute involves solely matters described in (c) above, he or she shall immediately inform all parties that the Company may forthwith discontinue service as prescribed in Part 5 hereof.

Rule 6.6 With respect to any hearing held by a Department representative pursuant to this Part 6, both the customer and the Company shall have the right:

To represent themselves or to be represented by counsel or other person of their choice;

To present evidence, testimony, and oral and written argument; and

To confront, question and cross-examine witnesses appearing on behalf of the other party.

Rule 6.7 In all cases in which discontinuance of service or removal of account may result from a decision by the Department, the Company shall bear the burden of proof that grounds for such action, as set forth in Rule 5.1 hereof, in fact exist.

Rule 6.8 A hearing held pursuant to Rule 6.1(b) hereof need not be recorded or transcribed, and all evidence relevant to the dispute shall be received. The formal rules of evidence shall not apply.

Rule 6.9 Upon the closing of the record, the Department representative shall state his or her findings and decision orally and shall issue a complaint determination in a form approved by the Department. Such complaint determination shall contain the following and become a part of the record:

A concise summary of the evidence and argument presented by the parties, and

The decision of the Department representative and the reason therefor.

Rule 6.10 Prior to the issuance of a complaint determination, the Department representative may propose to the parties a settlement of all matters in dispute. Acceptance of the proposed settlement by both parties shall be binding upon them. The agreement shall be reduced to writing signed by both parties in the presence of the Department representative and made part of the hearing record.

Rule 6.11 The complaint determination shall be binding upon the parties unless

appealed as provided in these Rules.

PART 7. DEFERRED PAYMENT

Rule 7.1

If the customer claims inability to pay an outstanding bill in full, the Company shall inform the customer of the Company's policies with respect to deferred payment agreements.

A deferred payment agreement shall be in writing and signed by the customer or his or her representative and a Company representative authorized to enter into the agreement. An agreement reached by telephone shall be confirmed by the Company in writing and mailed to the customer with instructions to sign a confirming copy and return it in a prepaid, self-addressed envelope as provided.

Rule 7.2 A deferred payment agreement may not include a finance charge.

Rule 7.3 If the parties cannot agree to a deferred payment plan, the Company shall notify the customer of his or her right to request a Department hearing on the matter, and service may not be discontinued; except as provided in Part 5 hereof. Either party may request a hearing at the Department as provided in Part 6 hereof: The Department shall have the authority to establish between the parties a binding deferred payment agreement containing reasonable conditions. For purposes of determining conditions under this Rule, the Department shall consider:

The size of the account;

The customer's ability to pay;

The customer's payment history;

The time the debt has been outstanding;

The reasons why the debt has been outstanding; and

Any other relevant factors concerning the circumstances of the customer.

Notwithstanding any other provision of this Rule, the Department shall establish a deferred payment agreement only if (a) the customer demonstrates that he or she is faced with financial hardship; (b) no other such agreement between the parties is outstanding; and (c) the customer agrees to pay all other bills from the Company as they become due; provided, however, the Department or the parties may reconsider a previous agreement because of changed circumstances or information which was not reasonably available at the time the agreement was reached. In no event shall the Department establish a deferred payment agreement providing for payments which extend for a period exceeding eight months.

Rule 7.4 The Company may discontinue service to any customer on account of

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the customer's failure substantially to comply with the terms and conditions of a deferred payment agreement. Said right shall arise, however, only after the Company gives the customer five days' written notice of the proposed discontinuance and the reasons therefor.

In the last day of the notice period required by this Rule 7.4 falls upon a day on which the postal service does not deliver mail, then that notice period shall be extended through the next day on which mail is delivered.

PART 8. TELEPHONE SERVICE OF ELDERLY PERSONS

Rule 8.1 Identifying Elderly Persons. Within thirty days after the effective date of

these Rules, the Company shall devise procedures reasonably designed to identify, before discontinuance of service for nonpayment, accounts affecting households in which all adult residents are sixty-five years of age or older. Such procedures shall be submitted by the Company in writing to the Department for approval.

A customer may request the protection afforded by this Part 8 by submitting to the Company, on a form supplied by the Company, the account number, service address and the name and date of birth of each adult resident of the household. Such forms shall be sent to all customers annually.

If a customer in a household in which all adult residents are sixty-five years of age or older desires, the Company shall provide to a third person designated by such customer notices pertaining to discontinuance of service and removal of account. In no event shall the third person so notified be liable for the bills of the customer.

Rule 8.2 Notification. Upon receipt of the form described in Rule 8.1 hereof the

Company shall verify the information and immediately identify the account. The Company shall then send to the household, in the name of the customer, the following notification:

We have noted on our records that all adults residing in your household are 65 years of age or older.

This means that, for as long as this situation exists, the Telephone Company will not discontinue your service for failure to pay a past due bill without the approval of the Massachusetts Department of Telecommunication and Energy. If you cannot pay your bill all at once, you may be able to work out a deferred payment arrangement with the Company. You have a right to a hearing before discontinuance.

If you have any questions or want further information, call the Company at the Business Office number shown on your bill or contact:

CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATION AND ENERGY
100 Cambridge Street
Boston, Massachusetts 02202

Telephone: (617) 350-3500 or XXXX

Rule 8.3 Application for Approval to Discontinue Service. The

Company may discontinue

service to a household in which all adult residents are sixty-five years of age or older only after it first secures the written approval of the Department. In addition to the application for such approval filed with the Department, the Company shall concurrently give written notices to the adult residents of such household, any third person designated pursuant to Rule 8.1 hereof and the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes). Such written notice shall state that an application for approval to discontinue service has been filed with the Department and shall explain the provisions for a Department investigation of the matter pursuant to Rule 8.4 hereof.

The notices required by this Rule 8.3 shall include the information set forth in the notice required by Rule 8.2 hereof and shall be in such form as shall be approved by the Department prior to its use.

Rule 8.4 Investigation and Hearing. Upon receipt of an application for approval to

discontinue service in accordance with Rule 8.3 hereof, the Department shall verify that the household qualifies under Rule 8.1 hereof. The Department shall not approve an application for discontinuance of service to a household in which all adult residents are sixty-five years of age or older unless the following facts have been established in the course of an investigation:

The adult residents of the affected household, any third person designated pursuant to Rule 8.1 hereof and the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) have received proper notice of the application for approval of discontinuance pursuant to these Rules.

The Company has in good faith attempted to secure payment by reasonable means other than discontinuance.

The Company has not refused to accept any payment arrangement which is just and equitable.

The scope of the investigation need not be limited to the issues cited above but may include any matters relating to a billing dispute brought to the Department's attention.

In appropriate cases, the Department may hold a hearing as part of the investigation. However, such investigation need not include a hearing unless one is requested by an adult resident of the affected household, any third person designated pursuant to Rule 8.1 hereof, the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) or by the Company. If a hearing is held as part of the investigation, it shall be conducted before a Department representative but shall not be construed to be an adjudicatory proceeding as defined by Chapter 30A of the General Laws.

The Department shall notify the adult residents of the affected household, any third person designated pursuant to Rule 8.1 hereof, the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) and the Company of the results of the investigation and of their right to appeal the decision in an adjudicatory proceeding of the Department under Chapter 30A of the General Laws.

Within seven days of being so notified, the adult residents of the affected household, any third party designated pursuant to Rule 8.1 hereof, the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) or the Company may request a hearing under Chapter 30A of the General Laws. If such a hearing is requested, no discontinuance of service may occur until the proceeding has been concluded and a final order entered.

PART 9. ADOPTION OF ADDITIONAL PRACTICES

Rule 9.1 The Company may adopt such other reasonable practices governing its relations with customers as are necessary and appropriate and consistent with these Rules. The Company shall file a copy of such practices, including all revisions thereto, with the Department of Telecommunication and Energy.

Appendix 6